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VOL. XLIII., No. 10.

The Solicitors' Journal and Reporter.

LONDON, JANUARY 7, 1899.

* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE APPOINTMENT of the new judge in succession to Sir HENRY HAWKINS must be pronounced satisfactory; eminently so, as compared with some recent elevations. Mr. BUCKNILL is a competent lawyer, specially versed in shipping and commercial law, and is a man of common sense and knowledge of the world, courteous to all and eminently popular. He is likely to prove an all-round efficient member of the bench.

UNDER SECTION 3 of the Benefices Act, 1898, an appeal against a refusal to institute or admit a presentee to a benefice is to be heard by a court composed of the archbishop of the province and a judge of the Supreme Court to be nominated by the Lord Chancellor. Lord Justice CHITTY has been nominated to exercise the jurisdiction of a judge under the Act.

THE FOLLOWING is a list of the new Queen's Counsel, with their respective dates of call to the bar: Mr. HENRY STUDDY THEOBALD, 1873, Chancery Bar; Mr. CHARLES FREDERICK GILL, 1874, South-Eastern Circuit; Mr. WILLIAM ELLIS HUMER-WILLIAMS, 1881, South-Eastern Circuit; Mr. ARTHUR O'CONNOR, M.P., 1883; and Mr. BUTLER COLE ASPINALL, 1884, Northern Circuit.

THE BUSINESS at the Land Registry in connection with the compulsory registration of land in the limited area to which the Act has hitherto been applied has, naturally, during the first few days of the new system been very limited, and we believe, in fact, that up to Wednesday evening no cases had occurred. In the course of two or three weeks no doubt there will be sufficient applications to enable some idea to be formed of the practice and working of the office.

THE APPEAL COURT List for the ensuing sittings shows a total of 256 cases (230 final and 26 interlocutory) against 283 at the commencement of last sittings, and 165 a year ago. The Chancery Cause Lists comprise 126 before NORTH, J.; 137 before STIRLING, J.; 77 before KEEWICH, J.; 124 before ROMER, J.; 82 before BYRNE, J.; and 1 before BIGHAM, J.; making a total of 547 causes and matters as compared with 585 at the commence-

ment of last sittings, and 719 a year ago. The Queens' Bench Division Lists shew 410 actions entered for trial, as against 453 at the commencement of the last sittings, and 831 a year ago.

THE ELEVATION of Sir HENRY HAWKINS to the peerage is an unusual recognition of judicial service. The dignity has been very seldom conferred on a puisne judge on the occasion of his retirement—in the present reign only twice. In 1856 Baron PARKE, after his twenty-eight years service on the bench, went to the House of Lords as Lord WENSLEYDALE, and in 1890 a similar honour was conferred upon Mr. Justice FIELD. Baron PARKE's promotion was the reward of distinguished ability, and his assistance was required in the hearing of appeals. In the same capacity Lord FIELD has frequently sat in the House of Lords. Sir HENRY HAWKINS by his promotion becomes entitled to sit as a Law Lord, but whether he will avail himself of his privilege remains to be seen.

IT IS SURPRISING that the new Austrian Patent Law, which came into force on the 1st inst., has received so little notice in legal and industrial circles. It introduces into the Austrian empire a preliminary examination into novelty as strict as that which exists in Germany; makes prior publication of an invention in any country an anticipation; and extends the period for compulsory working from one to three years. Powers are given to the Government to utilize patents for State purposes on payment of compensation. A special indemnity covering all damages is granted against infringers. The annual fees are raised. But patents under the old law can be converted into new patents (subject, however, to determination on the expiry of the original grant) without payment of any application fee, if the conversion is applied for before the 1st of January, 1900. An Austro-Hungarian patent, if converted, brings only the Austrian part under the new law. The Hungarian part may be kept alive separately under the old law.

THE VAGRANCY ACT, 1898, which has now been in operation for some three months, has already led to the conviction of several of the most degraded specimens of the male human being, and has frightened out of London many others. It is, in fact, a thoroughly useful Act, but it is to be feared that its usefulness will be much restricted if the construction put upon it recently by a magistrate at the South-Western police-court prevails, and is upheld by the High Court. The words of the Act seem to be plain—"Every male person who knowingly lives wholly or in part on the earnings of prostitution . . . shall be deemed a rogue and vagabond within the meaning of the Vagrancy Act, 1824, and may be dealt with accordingly." In the recent case it was alleged that the accused lived upon the earnings of his own wife by her prostitution. Under these circumstances the magistrate held that the Act did not apply. It is very hard to see the reasons for such an opinion. The words of the statute seem very wide. Why should not "every male person" include a husband? If the husband was intended by Parliament to be excluded, probably words would have been used making this intention clear. There are, however, no such words, but, on the contrary, the widest possible words are used, "every male person," without exception of age or relationship. It is submitted that the magistrate was clearly wrong. If he was right, then the Act fails, not only to carry out the intention of the Legislature, but also to reach the very worst of the miscreants aimed at. It is bad enough for a man to live by the prostitution of any woman, but it is worse, if possible, when he lives by the prostitution of his own wife. It is to be hoped that when this question next arises a case will be stated in order to have the matter settled. As matters stand, it is only necessary for one of these men to marry the wretched creature upon whom he lives in order to escape liability under the Act.

THE RULES made by the Archbishop of Canterbury, the Lord Chancellor, the Bishop of London, and Lord Justice CHITTY

under the Benefices Act, 1898, are a commendable effort to carry out the requirement of section 11 of that statute, that "in framing rules under this Act regard shall be had to making the procedure and practice as simple and inexpensive as possible." The points dealt with may be briefly summarized. In every diocese the registrar is to keep a register in which entry is to be made of all transfers of rights of patronage. Every application for registration is to be signed by the applicant, is to furnish the required particulars, is to be verified by statutory declaration, and accompanied by the instrument of transfer, on which the registrar will stamp the word "registered" with the name of the diocesan registry, and the authority (if any) by the bishop for an extension of the time for registration. The register is to be open to inspection at all proper times—a fee of 1s. being payable for searches or extracts. A similar fee is demandable on modification or cancellation of any entry, which can only be effected by order of the diocesan chancellor. The fee for registration of a transfer is 2s. 6d. The declaration against simony, substituted in the Benefices Act, 1898, for that contained in the Clerical Subscription Act, 1865, is to be made before collation, institution, or admission in presence of the bishop or his commissary. Notice of a proposal to collate, institute, or admit is to be sent by the bishop in a registered letter to the churchwardens, who are to affix it to the principal church door or notice board, and, after it has remained there for not less than one month, return it to the bishop with a certificate of due publication. Notice of refusal to institute or admit (specifying the grounds) is to be similarly sent to the person presenting and the presentee; and where a direction against avoidance of a benefice is given, notice is to be forwarded in the same way to the patron, incumbent, and churchwardens within two months after the time when, but for the direction, the avoidance would have taken effect, and is also to be published in the *London Gazette*.

THE RECENT judgment of the Court of Appeal in *Cumming v. Perkins* (ante, p. 112), affirming the decision of KEKEWICH, J. (47 W. R. 138), shews that where a fund out of which a creditor looks to get payment of his debt is in danger, the court will not, on the ground of technical difficulties, forbear to appoint a receiver and so ensure its safety. A married woman had brought an action against her former solicitors and had failed. She was ordered to pay the defendants their costs, such costs to be payable out of her separate estate. A bill of costs was carried in, but for various reasons delay took place in completing the taxation. The only separate estate which the plaintiff possessed was a share in an estate held by trustees which had just fallen into possession. It was apprehended that the trustees would distribute the estate before the taxing-master's certificate was issued, and before, therefore, the solicitors were entitled to proceed for their costs. The solicitors accordingly applied for an appointment of a receiver of the married woman's share. It was objected that a receiver meant equitable execution, and that the solicitors were not entitled to such execution until they could get legal execution, while the latter was impossible till the certificate had been given. KEKEWICH, J., however, declined to embark on the subtleties of legal and equitable execution. There was a fund which was the only means for payment of the solicitors' costs, and the married woman was not entitled to receive anything out of it until the costs were paid. He tied up the fund, therefore, by appointing a receiver to the extent of the amount of the costs when certified. The Court of Appeal fully approved of this course. It was to be borne in mind, said LINDLEY, M.R., that the court was dealing with equitable estates. The authorities shewed that where there was a right to payment out of a particular fund, there was also a right to get protection for that fund. And CHITTY, L.J., pointed out that the appointment of the receiver merely protected the fund; it did not create a charge. In other words the court interfered to prevent the debtor from dissipating the fund while the creditor was perfecting his position.

AN INTERESTING point came before the Court of Appeal recently in the case of *Southwark and Vauxhall Water Co. v. Hampton Urban*

District Council (reported *ante*, p. 124). The question related to the general district rate payable under the Public Health Act, 1875, in respect of a large reservoir in the district of the Hampton Urban Council. The reservoir was excavated, and lined with concrete, and the bed was covered permanently with water, except when the reservoir was emptied for the purpose of being cleaned, which took place about once in two years, and lasted for about a week. The company contended that they were only liable to payments calculated on one-fourth part of the net annual value of the reservoir, under section 211, sub-section 1 (g), of the Public Health Act of 1875, which provides that with respect to the assessment and levying of general district rates under that Act the occupier of any "land covered with water" shall be assessed in respect of the same in the proportion of one-fourth only of the net annual value. The Divisional Court felt themselves bound by the decision of the Court of Queen's Bench, consisting of COCKBURN, C.J., BLACKBURN, MELLOR, and LUSH, JJ., in *East London Waterworks Co. v. Leyton Sewer Authority* (20 W. R. 95, L. R. 6 Q. B. 669)—a decision upon the same words in another Act—to hold that the company's contention was correct. The decision in the *East London* case had followed two similar decisions of the Court of Queen's Bench, consisting of COCKBURN, C.J., CROMPTON and BLACKBURN, JJ., in *Reg. v. Birmingham Waterworks* (1 B. & S. 84) and in *Newport Dock Co. v. Newport Local Board* (2 B. & S. 708). This seems to an ordinary mind a formidable array of authority in support of the contention of the company, but Mr. Justice DARLING, when the *Southwark v. Fauchall* case was in the Divisional Court, is reported in 62 J. P. 264 to have said: "Though I am bound by the existing decisions, I cannot see how *East London Waterworks Co. v. Leyton Sewer Authority* could have been decided as it was." Having regard to the constitution of the court which decided that case, the criticism was perhaps a trifle bold, and it was not endorsed by the Court of Appeal, who took the same view of the construction of the words in question as the Court of Queen's Bench in the former decisions.

IN HIS CHARGE to the grand jury of the Quarter Sessions for the City of Rochester, a few days ago, the recorder mentioned that it had come to his knowledge that, at the previous court, the grand jury had been canvassed and approached in reference to a bill before them. In consequence of this, "no true bill" had been returned against his advice, and in his opinion a miscarriage of justice had followed. It does not appear from the recorder's charge that any proceedings are to be taken against the persons who are alleged to have canvassed the grand jury. If, however, the recorder was right as to the facts, then no doubt a very serious misdemeanor has been committed, the offence known as *embracery*. This offence is so seldom heard of that it is not even mentioned in one of the most widely used text books on the criminal law. Any person who makes any attempt to corrupt a jury, or to induce them, by promises or threats of any kind, to take any particular view of any matter before them, or to influence the jury in any other way than by evidence and speeches of counsel in open court, is guilty of *embracery*, and is liable both at common law and by statute to fine and imprisonment. One of the jury who tries corruptly to influence his fellows may be guilty of this misdemeanour; and any jurymen who consents to the voice of the tempter is equally guilty. The fact that this offence is so seldom heard of shows that juries are rarely tampered with in this country, and speaks well for the purity of the administration of justice. Probably the actual bribing of a jurymen hardly ever occurs at the present day. There must, however, be numerous cases in which jurymen know something of the matter they have to try before coming to court, and in which their verdict is affected by outside influence, though not corruptly in the ordinary sense of the word. This must especially be the case in small boroughs which have their own courts of quarter sessions. There are many of these boroughs which have a population of less than 10,000 persons. In a little town like one of these no crime can be committed without the details becoming known to and being discussed by everyone in the place. Every man who has subsequently to deal with the case, whether as a member of the grand jury or of the petty jury, comes to his duties probably

with more or less formed opinions as to the case; and if the accused is a person well known in the town it is almost impossible to avoid jurymen being improperly influenced. This is a strong argument, it is submitted, for depriving small boroughs of separate criminal jurisdiction, and merging their courts in the courts of quarter sessions for the counties in which they are situated.

THE BENEFICES ACT, 1898.

THE Benefices Act of last year, which came into operation on the 1st inst., places important restrictions upon dealings with rights of patronage, and in all matters relating to the sale and transfer of advowsons, or any interest therein, its provisions will have to be attentively considered. Under 31 Eliz. c. 6, if any patron for any sum of money, reward or benefit, directly or indirectly, presents any person to any benefice with cure of souls, the presentation is void; but while this enactment prohibits any simoniacal bargain for the presentation of a particular person, it does not in general prevent the sale of an advowson, or of the right of next presentation only. The right of next presentation cannot be sold during an existing vacancy (*Baker v. Rogers*, Cro. Eliz. 788), and the sale of the advowson under such circumstances does not confer the right of immediate presentation (*Alston v. Atlay*, 7 A. & E. 289). Moreover, by 13 Anne, c. 11, a clergyman is debarred from purchasing a next presentation and then presenting himself. But, subject to these restrictions, the law has hitherto permitted free dealings both with advowsons and next presentations, provided only that there is not incident to the transaction any corrupt arrangement for the presentation of a particular person. Such an arrangement will avoid altogether the sale of a next presentation, though in the case of an advowson it will simply cause the forfeiture of the next vacancy, but will not further interfere with the right of property in the advowson (*Greenwood v. Bishop of London*, 5 Taunt. 727). In the absence of such arrangement, the sale of a next presentation has hitherto been valid, notwithstanding that the incumbent was at the time, to the knowledge of both the contracting parties in *extremis* (*Fox v. Bishop of Chester*, 6 Bing. 1, Tudor's R. P. C., 4th ed., 810); and a clergyman, provided he does not purchase a next presentation only, can purchase a living and present himself upon a vacancy occurring. Thus a clergyman may purchase a life estate in an advowson, and upon the next vacancy present himself (*Waleh v. Bishop of Lincoln*, L. R. 10 C. P. 518).

While persons dealing in rights of patronage have, as just stated, been prohibited from dealing under an arrangement for the presentation of any particular clerk, they have not been prevented from entering into collateral bargains intended to secure to either of them special advantages. Thus, in the case of a sale of a right of next presentation, it has been a common practice, where the vendor is not the incumbent, for the purchaser to stipulate that he shall receive from the vendor interest on the purchase-money until the occurrence of a vacancy, and the practice is sanctioned by the decision of STUART, V.C., in *Sweet v. Meredith* (31 L. J. Ch. 817). "The laws of simony," said the Vice-Chancellor, "are directed against corrupt bargains for the resignation of livings and the presentation to them. The subject-matter of this contract is simply the right of property in the advowson on the one hand, and a certain rate of interest on the purchase-money until a vacancy occurs on the other; and in the absence of any authority, I am bound to hold that there is nothing in a contract of that kind to affect it with the law which vitiates certain contracts on the ground of simony." This decision seems to have done no more than follow to its logical result the theory that the right of presentation was a form of property. Upon this assumption the purchaser was entitled to protect himself against uncertainty in the same manner as on the sale of any other property the return from which was of an uncertain nature. To the above brief sketch of the law as it has hitherto existed it should be added that where the right to sell a living existed there was no restriction on the mode of sale, and hence such sales could be effected by public auction as well as by private contract.

The portion of the Benefices Act which introduces restrictions

on the sale of livings is contained in section 1. Sub-section 1 provides that a transfer of a right of patronage shall not be valid unless (a) it is registered in the prescribed manner in the registry of the diocese within one month from the date of the transfer, or within such extended time as, under special circumstances, the bishop may think fit to allow; and (b) it transfers the whole interest of the transferor in the right, except as subsequently provided; and (c) more than twelve months have elapsed since the last institution or admission to the benefice. The first requirement is, apparently, intended to bring all transfers under the notice of the diocesan authorities, and generally to ensure publicity. The rules which have just been issued, and which are printed elsewhere, prescribe the mode of registering. The second requirement is briefly expressed, but it contains the most important change effected by the section. Indirectly it abolishes the power to sell the right of next presentation. Where such a right is now held as separate property, the prohibition does not apparently operate. The owner, if he sells it, will transfer his whole interest, and there is nothing to invalidate the transfer. But it will in future be impossible for an owner of an advowson to sell the right of next presentation by itself. Moreover, if he is the owner in fee, he cannot sell a partial estate in it and reserve the remainder to himself. Whatever his interest may be, he must sell the whole of it. Exceptions are made by sub-section 7 for the cases of settlements and mortgages. The section is not to prevent the reservation or limitation in a family settlement of a life interest to the settlor, nor, in a mortgage, is it to prevent the reservation of a right of redemption. The effect of the third requirement is to make a living inalienable during the period of twelve months after a presentation.

Sub-section (2) deals with the question of public auctions. As a general rule it will not in future be lawful to offer any right of patronage for sale by public auction, and the persons who so offer the right—apparently both the owner and the auctioneer—as well as any person who bids at the sale, will render themselves liable on conviction to a fine not exceeding £100. But the section does not expressly invalidate a transfer made in pursuance of such an illegal sale. The excepted cases are where an advowson is sold in connection with any manor, or with an estate in land of not less than 100 acres in the same or an adjoining parish, and belonging to the same owner as the advowson.

The third sub-section deals with collateral agreements made upon the occasion of a sale in favour of the vendor or purchaser. Any agreement for any exercise of a right of patronage in favour or on the nomination of any particular person is to be invalid; and so is any agreement entered into on the transfer of a right of patronage for any of the following purposes: (a) for the re-transfer of the right; (b) for postponing payment of any part of the consideration for the transfer until a vacancy or for more than three months; (c) for payment of interest until a vacancy, or for more than three months; (d) for any payment in respect of the date at which a vacancy occurs; or (e) for the resignation of a benefice in favour of any person. The first case simply carries out the principle already enunciated that the transfer must be of the whole interest of the transferor. This would be a nullity if the transferor could by a collateral agreement reserve a right of requiring a re-transfer. The other cases relate to stipulations commonly made in favour of a purchaser, one of which—that for payment of interest until a vacancy—has been referred to above. It should be noticed that agreements for resignation are only invalidated when made in connection with a transfer of a right of patronage. The prohibition does not touch resignation bonds made before appointment, which, though formerly declared invalid by the House of Lords, are under certain circumstances sanctioned by 9 Geo. 4, c. 94.

The general effect of the section may be summarized as follows: All sales by auction are, with the specified exceptions, forbidden; all transfers must be registered, and more than twelve months must have elapsed between the last presentation and the transfer. Sales of the right of next presentation are forbidden. The vendor must transfer his entire interest, and the purchaser cannot take the benefit of stipulations intended to secure him the advantage of a vacancy before it properly occurs. But subject

to these changes the sale and conveyance of advowsons will continue as before. It should be added that, by sub-section 1, the expression "transfer" as used in the section is not to include (a) a transmission on marriage, death, or bankruptcy, or otherwise by operation of law; nor (b) a transfer on the appointment of a new trustee where no beneficial interest passes.

RECENT STAMP DUTY CASES.

THE lengthy list of appeals from the Commissioners of Inland Revenue which was disposed of by a Divisional Court (WILLIS and BRUCE, JJ.) near the end of the Michaelmas Sittings included several cases of practical importance respecting the stamp duties chargeable on various instruments. Some of these decisions will probably be taken to a higher court, but in the meantime they must be regarded as decisive of several vexed questions.

In *Knights' Deep (Limited) v. The Commissioners* (15 Times L. R. 121) the amount of the stamp duty upon a debenture redeemable at a premium was again in dispute. The debenture was for £100, but it contained a clause enabling the company to redeem at £103 upon giving six months' notice, and on the expiration of the notice the £103 was to become payable "as if the same was the amount of the principal moneys hereby secured." The commissioners held that the debenture was a "marketable security" for securing £103, and assessed the duty accordingly, and the court, with some hesitation, confirmed this view. They intimated that their decision might have been different if there had been merely a power reserved to redeem at a premium under certain conditions without a covenant to pay that premium if the conditions were fulfilled—an intimation which will no doubt be considered by the framers of these instruments in future. It may be observed that this decision goes slightly further than that in *Rowell v. The Commissioners* (1897, 2 Q. B. 194), in which the debenture was redeemable only at a premium.

The decision in *United Realization Co. v. The Commissioners* (reported in another column) is not likely to be questioned. In that case a company, in consideration of a very large sum advanced to them, covenanted, when called upon by the lenders, to execute a mortgage or charge (in such form as the lenders should request) of all their interest in certain land of which they were the absolute owners subject to a legal mortgage and to an equitable charge. The court held that the deed of covenant was a mortgage or covenant, "being the only or principal or primary security for the payment of money" within the schedule to the Stamp Act, 1891, and was accordingly chargeable with 2s. 6d. per cent. on the amount advanced.

In *The Lancashire Insurance Co. v. The Commissioners* (ante, p. 127) the question was as to the stamp duty on an "employers' liability policy." The event insured against was the liability of the employer under the Acts of 1880 or 1897, or under the common law, to pay compensation to his workmen in respect of personal injury caused in the employer's business. The assurers attempted to bring the policy within the definition of "policy of insurance against accident" in section 98 of the Stamp Act, 1891, in which case the duty would be one penny only. A glance at that definition is sufficient to rebut this contention. A policy of insurance against accident means "a policy of insurance for any payment agreed to be made upon the death of any person only from accident or violence or otherwise than from a natural cause, or as compensation for personal injury." It is clear that the event in which the insurance moneys become payable under a policy of the kind in question is not the mere death of, or injury to, a workman, but the arising of a liability on the part of the employer to give compensation in respect of such death or injury. If the death or injury occurred under such circumstances as to impose on the employer no liability for compensation, no liability upon the assurers to pay money under the policy could arise. The policy is, in fact, an agreement to indemnify the employer in certain events, and cannot in any true sense be regarded as a policy of insurance against accident. These employers' liability policies have become very widely used since the Workmen's Compensation Act, 1897, came into force. It must now be taken as settled

that, when under seal, they must bear a ten-shilling deed stamp, and when under hand only must be stamped with sixpence as an agreement.

Chesterfield Brewery Co. v. The Commissioners (ante, p. 128) was a case in which an ineffectual attempt was made to save stamp duty on the conversion of an unlimited company into a new company with limited liability. The method adopted was the following: The old company (all the issued shares in which were held by seven persons only) went into voluntary liquidation, the new company was duly incorporated, and an agreement (the stamp upon which was in question in the case) was entered into between the seven members of the old company and the new company. This agreement provided that the seven members should exchange their shares in the old company for certain shares and debenture stock in the new company and should also receive from the new company the sum of £100 each; upon the allotment to them of their shares and debenture stock the seven members were to "hold their respective shares in the old company in trust for the new company." The question at issue was whether this declaration of trust brought the document within the provisions of section 59 (1) of the Stamp Act, 1891, which imposes *ad valorem* duty upon an agreement "for the sale of any equitable estate or interest in any property whatsoever" or was a "conveyance on sale" within section 54 as being "an instrument whereby any property or any estate or interest in any property upon the sale thereof is transferred to or vested in a purchaser"; or whether, as the appellants contended, the instrument was merely an agreement for an out-and-out exchange or sale of the shares requiring to be perfected subsequently by an actual transfer. There is little doubt that no such subsequent transfer was intended to be made, and that the instrument had been drawn in accordance with well known precedents with the object of avoiding the heavy stamp duty which such a transfer would involve—a perfectly legitimate object. The instrument, however, failed, according to the judgment of the Divisional Court, to effect this object. Both learned judges were agreed that the declaration of trust amounted to a conveyance on sale within section 54, *BRUCE, J.*, confining his judgment to this point. They quoted with approval the dictum of *CHANNELL, J.*, in *West London Syndicate v. The Commissioners* (1898, 1 Q. B., at p. 240), where, speaking of a declaration of trust contained in an agreement for the sale of leaseholds not assignable without the lessor's consent, he said: "As regards the question whether the declaration of trust should have been stamped as a conveyance, that is not directly before us. In all probability it ought, and that is the point at which the commissioners would have got their *ad valorem* duty. . . . When declarations of trust are conveyances in pursuance of sale, section 54 probably applies to them." *WILLS, J.*, seems to have thought that the instrument might also be treated as an agreement for sale of an equitable interest within section 59, and he looked beyond the operative words of the instrument at the circumstances which it disclosed—a company in voluntary liquidation "existing," as he said, "merely for the purpose of being extinguished," its only members becoming members of a new company which was evidently intended to supersede it; under such circumstances the agreement for the exchange of the shares of the old for securities of the new company could not have been intended to be literally carried out; the transaction must have been intended to rest upon the agreement. The scheme which failed in the *Chesterfield* case has never met with universal acceptance as a safe expedient for avoiding stamp duty: after this decision it must be considered to be condemned, and the effect of declarations of trust as attracting *ad valorem* duty in other transactions also may have to be considered by conveyancers.

Perhaps the case of the most general interest among the recent decisions on the Stamp Act is *Swayne v. The Commissioners* (ante, p. 141). This was the simple case of an assignment of leaseholds, the question being whether duty is to be assessed on the capitalized value of the rent to which the property is subject as well as on the sum paid as purchase-money. In *Swayne's* case, indeed, the commissioners made this claim only in respect of the apportioned rent where a part only of the property demised by the original lease was

the subject of the assignment; the same assignment included also the whole of the property demised by another lease, the whole original rent becoming, of course, payable by the assignee, but the commissioners, "in accordance," as they said, "with their practice," made no claim in respect of this rent. But the court admitted no right in the commissioners to discriminate as to what claims for duty were to be enforced and what to be remitted. The claim for duty on the value of the rent rested upon the same basis whether the rent was the original or an apportioned rent, and it was, according to the court, the duty of the commissioners to enforce the right in both cases, if it existed. It is to be hoped that this expression of judicial opinion will not be the prelude to a harsher administration of the Stamp Act.

But the court held that there was no right to be enforced in either case. The claim was made under section 57 of the Stamp Act, 1891, which deals with property "conveyed to any person in consideration, wholly or in part, of any debt due to him or subject . . . to the payment . . . of any money . . . whether being or constituting a charge or incumbrance on the property or not"; in such a case the debt or money is part of the consideration in respect of which *ad valorem* duty is chargeable. The ground of the decision was that the section does not relate to a money liability necessarily arising out of the nature of the property conveyed. Rent is an inseparable incident of leasehold property; whether the assignment is or is not expressly made subject to the payment of the rent that rent remains incident to the property in the hands of the assignee. What is assigned is the land with the liability for rent attached, and it is for this that the purchase-money is paid. It would, of course, be idle to contend that the price is not affected by the amount of the rent; it is also affected both as to freehold and leasehold property by the existence of onerous covenants which will involve the expenditure of money by the purchaser; but it has never been suggested that the possibility of such expenditure should be considered for the purpose of ascertaining the *ad valorem* duty. The section is not clearly drawn, and it may well be that the rent of leaseholds falls strictly within the words; but the court has arrived at a sensible ground of distinction between rent on the one hand and such money payments as are not incident to the nature of the property on the other hand—a distinction which will not lightly be disturbed. It should be noticed that the decision leaves open the case (if such should arise) of the rent reserved by a lease being increased on an assignment in order to lessen the amount of the purchase-money; but probably the instrument by which this was effected could be charged as a lease so far as regards the increased rent.

REVIEWS.

POWELL'S PRINCIPLES AND PRACTICE OF THE LAW OF EVIDENCE. SEVENTH EDITION. INCLUDING THE CRIMINAL EVIDENCE ACT, 1898. By JOHN CUTLER, M.A., Q.C., and CHARLES F. CAGNEY, R.A., Barrister-at-Law. Butterworth & Co.

The seventh edition of this well-known treatise has been re-issued with some very useful additions dealing with the Criminal Evidence Act of last session. The provisions of the Act are stated at pp. 38 and 39, where it is pointed out that the Act supersedes and virtually repeals all the previous enactments relative to the competency as witnesses of parties to criminal proceedings, except section 1 of the Evidence Act, 1877. The Act is printed in full in the appendix, with notes giving the purport of the decisions which have hitherto occurred, and containing several suggestions of considerable importance. We observe that, among other matters of interest, the authors discuss the meaning of the words "imputations on the character of the prosecutor or the witnesses for the prosecution" contained in section 1 (f) of the Act, and they submit that "character" is not intended to include credibility, but that it means moral character in other respects; and, therefore, that the mere fact of its being stated by the person charged or his advocate that the evidence of the prosecutor or any of his witnesses is not to be believed is not an "imputation" within the sub-section. They point out, with reason, that as this sub-section is inserted in favour of the person charged, it ought, so far as ambiguous, to be construed in his favour. It would be unfair to extract all the observations on the Act which are to be found in the book, but we may say that the new and revised edition will be found a very valuable help to the practitioner.

BOOKS RECEIVED.

The Land Transfer Acts, 1875 and 1897; with a Commentary on the Sections of the Acts, and Introductory Chapters explanatory of the Acts and the Conveyancing Practice thereunder. Also the Land Registry Rules, Forms, and Fee Order, Orders in Council for Compulsory Registration, &c., together with Forms of Precedents and Model Registers, &c. By C. FORTESCUE BRICKDALE, Chief Assistant Registrar at the Land Registry, and WILLIAM ROBERT SHELDON, Barristers-at-Law. Stevens & Sons (Limited). Price 20s.

The Land Transfer Acts, 1875 and 1897, and Rules, Orders thereunder, with Notes and Forms and Precedents adapted for use under the Acts. By BENJAMIN LENNARD CHERRY, LL.B., and HAROLD WALTER MARIGOLD, M.A., Barristers-at-Law. Sweet & Maxwell (Limited).

The Yearly County Court Practice, 1899. Founded on Archbold's "County Court Practice" and Pitt Lewis's "County Court Practice." By G. PITT LEWIS, Q.C., Recorder of Poole, C. ARNOLD WHITE, B.A., Barrister-at-Law, and ARCHIBALD READ, B.A., Barrister-at-Law. The Chapter on Costs and the Precedents of Costs, by Mr. MORTEN TURNER, Registrar of the Watford County Court. Two vols. Butterworth & Co.; Shaw & Sons.

Gibson & Weldon's Students' Probate, Divorce, and Admiralty, intended as an Explanatory Treatise on the Law and Practice in Probate, Divorce, and Admiralty matters. Fourth Edition. By the Authors. The Law Notes Publishing Offices.

Roscoe's Digest of the Law of Evidence in Criminal Cases. Twelfth Edition. By A. P. PERCIVAL KEEP, M.A., Barrister-at-Law. Stevens & Sons (Limited). Price £1 11s. 6d.

A Practical Treatise on the Law of Trusts. By the late THOMAS LEWIN, Esq. Tenth Edition. With an Appendix containing the Trustee Act, 1893, printed in full and annotated by Reference to the Text of the Work. By CECIL C. M. DALE, Barrister-at-Law. Sweet & Maxwell (Limited).

The Publications of the Selden Society. Vol. XII.: For the year 1898.

Elementary Law for the General Public. By AMHERST D. TYSSEN, M.A., D.C.L., Barrister-at-Law. William Clowes & Son (Limited).

A Digest of Cases relating to Criminal Law down to the end of 1897. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

A Chapter on Rules Affecting Distant Limitations. By A. E. CHAPMAN, M.A., LL.D., Barrister-at-Law. Stevens & Sons (Limited).

American Law Review (November-December, 1898). Reeves & Turner.

NEW ORDERS, &c.

THE BENEFICES ACT, 1898.

RULES.

1. *Short title and commencement.* The following rules may be cited as the Benefices Rules, 1898, and shall apply to all proceedings under the Benefices Act, 1898 (in these rules referred to as the Act), and shall come into operation on the commencement of the Act.

Registration of Transfers.

2. *Register.* The registrar of every diocese shall keep at the diocesan registry a register of transfers of rights of patronage required to be registered under the Act, with an alphabetical index.

3. *Particulars to be registered.* Form 1.] The register shall contain the following particulars—

- (1) the name of the benefice;
- (2) the date of registration;
- (3) the date of the transfer;
- (4) the name, address, and description of the transferor;
- (5) the name, address, and description of the transferee;
- (6) the interest transferred;
- (7) where the bishop has allowed an extension of the time for registration, the amount of the extension.
- (8) the date of the last institution or admission to the benefice;
- (9) any reservation in favour of the transferor, authorised under sub-section (7) of section one of the Act;

4. *Application for registry.* Forms 2 & 3.—(1.) Every application for registration must be signed by the applicant, and must furnish the particulars required to be registered, and must be supported by the statutory declaration of the applicant as to the truth of the particulars set forth in it, and also, where the bishop has authorised an extension of time for registration, be accompanied by that authority.

(2.) The applicant shall send with his application the instrument of transfer, and the registrar on the completion of the registration shall

stamp the instrument with the word "registered," and with the name of the diocesan registry in which the transfer is registered.

5. *Extension of time for registration.* Forms 4, 5, 6.] If there are any special circumstances which cause the application for registration to be delayed, application may be made to the bishop to extend the time for registration. The application shall set forth the special circumstances, and shall be supported by the statutory declaration of the applicant as to the truth of the statements made in the application. If the bishop considers that the special circumstances are such as to make it expedient to extend the time for registration, he may grant by authority under his hand such extension as he thinks fit.

6. *Duty of Registrar to register.* A registrar of a diocese shall, on the receipt of an application in accordance with the Act and these rules forthwith register the transfer.

7. *Inspection.* The register of transfers shall be open to inspection at all reasonable times, and any person may make searches therein and make extracts therefrom on payment of the proper fees.

8. *Rectification of register.* When it is proved to the satisfaction of the chancellor of a diocese that any entry in the register book ought to be modified or cancelled he shall direct the registrar to modify or cancel the entry accordingly.

9. *Fees.* The following fees shall be payable to the registrar of a diocese:—

	s.	d.
For registration of a transfer, including necessary correspondence ...	10	6
For allowing a search or extract to be made ...	1	0
Modification or cancellation of an entry ...	1	0

Taking of Declaration in the Schedule to the Act.

10. *Manner of taking declaration.* The declaration in the schedule to the Act shall be made and subscribed before collation, institution, or admission, and in the presence of the bishop by whom the person is to be collated, instituted, or admitted, or the commissary of that Bishop.

Publication of Name of Proposed Incumbent.

11. *Service of proposal to collate, &c.* Form 7.] The notice by a bishop that he proposes to collate, institute, or admit a person to a benefice to be served on the churchwardens of the parish shall be by registered letter addressed to "the churchwardens."

The notice shall state the names of the persons in full and the ecclesiastical preferments previously held by him so far as they are known to the bishop.

12. *Publication of notice.* The churchwardens shall immediately on receipt thereof cause the notice to be fixed on the principal door or notice board of the church or chapel of the benefice, and shall take such other steps as they think expedient for giving publicity to the notice.

The notice shall remain so fixed as aforesaid for a period of not less than one month.

At the expiration of the said month the churchwardens shall sign a certificate (attached) to the notice that they have complied with the provisions of this rule and return the notice to the bishop.

Where there is more than one church or chapel belonging or annexed to a benefice, the notice shall be fixed on the principal door or notice board of such one of the churches or chapels as the bishop determines.

Refusal to institute or admit.

13. *Notice of refusal to institute or admit.* Forms 8, 9.] Where the ground of refusal is either—

- (a) a ground included in sect. 2 of the Act; or
- (b) any other ground of unfitness or disqualification of the presentee otherwise sufficient in law, except a ground of doctrine or ritual,

the bishop shall signify his refusal to institute or admit a presentee to a benefice by notice sent to the person presenting to the benefice, and to the presentee by registered letter. The notice shall state the grounds of refusal.

Direction against avoidance of Benefice.

14. *Direction against avoidance of Benefice.* Form 10.] Where a bishop directs that a benefice shall not become void under section ten of the Act, he shall send a notice thereof by registered letter to the patron and incumbent of the benefice, and to the churchwardens of the parish.

The notice shall be sent within two months after the time at which, but for the direction, the benefice would have become void; and shall be published in the *London Gazette*.

Supplemental.

15. *Construction.* In the construction of these rules the Interpretation Act, 1889, shall apply.

16. *Forms.* The forms in the schedule where applicable, and where

they are not applicable forms of the like character with such variation as circumstances may require, shall be used.

(Signed) F. CANTUAR.
HALSBURY, C.
PENZANCE.
M. LONDON.
JOSEPH W. CHITTY, L.J.

The 29th day of December, 1898.

[There is a schedule of Forms.]

THE INEBRIATES ACT, 1898.

A lengthy form of General Regulations for the Management and Discipline of Certified Inebriate Reformatories under the Provisions of the above Act is published in the *London Gazette* of December 30th, 1898.

These Regulations are Model Regulations, made under the provisions of the Act. The rules submitted to the Secretary of State for approval by the Managers of an Inebriate Reformatory should incorporate or be based on these Regulations, subject to any modifications rendered desirable by the special circumstances of the Institution.

CASES OF LAST SITTINGS.

Court of Appeal.

HEMANS v. HOTCHKISS ORDNANCE CO. (LIM.) No. 2. 8th Dec.
LIMITED COMPANY—ARTICLES OF ASSOCIATION—CLASSES OF SHAREHOLDERS
—GENERAL MEETINGS—QUORUM.

Defendants' appeal from Kekewich, J. The action was brought on behalf of all the shareholders of the company, both ordinary and preference, for a declaration that certain resolutions purporting to have been passed on the 3rd of August, 1898, at separate meetings of the ordinary and preference shareholders were not duly passed and were not binding and operative; also for an injunction to restrain the directors and the company from acting on the resolutions. The company was formed in March, 1887, with a capital of £800,000 divided into 80,000 shares of £10 each, and the shares might be divided into different classes. Article 13 of the articles of association was as follows: Whenever the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified by agreement between the company and any person purporting to contract on behalf of that class, provided such agreement is confirmed by an extraordinary resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to general meetings shall, *mutatis mutandis*, apply to every such meeting, but so that the quorum thereof shall be members holding or representing by proxy three-fourths of the nominal amount of the issued shares of the class. By article 66, for the general business of a meeting the quorum was to be the members personally present not being less than three in number, and holding or representing by proxy not less than one-tenth of the issued capital of the company. By article 68 if within half-an-hour from the time appointed for the meeting a quorum was not present, the meeting should stand adjourned to the same day, time, and place in the next week, and if at such adjourned meeting a quorum was not present, then those who were present should form a quorum, and transact the business for which the meeting was called. Notices were sent out for separate meetings of the ordinary and preference shareholders for the 27th of July, 1898, to confirm certain agreements made for the reduction of the company's capital; at neither meeting was there a quorum of shareholders as required by article 13, and consequently the meetings stood adjourned to the 3rd of August. At the adjourned meetings the requisite quorums were not present, and resolutions for the confirmation of the agreements were put to the meetings and passed. The plaintiff then commenced his action and moved before Kekewich, J., for an interim injunction. Kekewich, J., made the order as prayed. The company appealed.

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R., said that the words of article 13 meant exactly what they said: if the rights of any particular class were to be altered, those provisions should not be taken; there must be a quorum at every meeting, and it must consist of such shareholders as were present or were holding proxies to the required amount. If at an adjourned meeting a quorum was not present, it must be adjourned until a quorum was present. The appeal must be dismissed.

CHITTY, L.J., was of the same opinion. There were strong reasons for construing article 13 as it stood. It did not substitute one-tenth for three-quarters, but at all meetings affecting the rights of the different classes of shareholders the three-fourths quorum was requisite.

VAUGHAN WILLIAMS, L.J., agreed. Appeal dismissed.—COUNSEL, *Swinfen Eady, Q.C.*, and *Kirby; Warrington, Q.C.*, and *Martelli*. SOLICITORS, *N. Herbert Smith; Braunstein & Skelton*.

[Reported by W. SMALLCROSS GODDARD, Barrister-at-Law.]

EVANS v. URBAN DISTRICT COUNCIL OF MERTHYR TYDFIL.

No. 2. 6th, 12th, and 19th Dec.

LAW OF EVIDENCE—ADMISSIBILITY OF EVIDENCE—DEPOSITIONS, NOT USED OR ADOPTED AS HIS OWN BY THE PERSON AGAINST WHOM IT IS SOUGHT TO USE THEM—EVIDENCE OF REPUTATION—QUESTION OF PUBLIC INTEREST—PUBLIC DOCUMENT—SURVEY OF LAND MADE IN DISCHARGE OF A DUTY IMPOSED BY SECTION 8 OF 34 GEO. 4, c. 75—PROPER CUSTODY.

This was an application for a new trial of an issue directed by Romer, J., and tried before Phillimore, J., and a jury; the grounds of the application being, first, improper admission and rejection of documentary evidence, particularly as to certain depositions taken in an action, and a survey; and, secondly, misdirection.

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.JJ.) differed from the learned judge on one point, upheld his ruling on the other points, and in the result remitted the whole matter to Romer, J.

LINDLEY, M.R., said: In this case several points were raised as to the admissibility of certain evidence, and we said that we wished to consider those points before we went on with the hearing of the appeal. There is one point as to which we shall still require further assistance from counsel, but we can now clear the way by deciding the other questions of evidence. The questions we have to deal with arose upon an issue framed under a particular Act of Parliament enabling the defendant council to take some land. Under those powers they took about eight acres of land. That, of course, extinguished all rights of common and any other such rights. To ascertain what was in fact done, an issue in a very peculiar form was directed before trial; an issue not framed for the purpose of ascertaining who is to have the money, but for the purpose of identifying the land. Having regard to the frame of the issue, I am of opinion that evidence of reputation on the question stated in the issue is admissible. The question stated is, in effect, whether the land taken is part of the land subject to the right of common. That is a question of such general interest in the neighbourhood as, in my opinion, to let in evidence of reputation. The case of *The Earl of Dunraven v. Llewellyn* (15 Q. B. 791) is no authority on this case, for the pleadings there were quite different. *Warwick v. Queen's College; Betts v. Thompson* (19 W. R. 1098, L. R. 6 Ch. 716) shows that *Earl of Dunraven v. Llewellyn* (*ubi supra*) does not go so far as is sometimes supposed. The next point to be dealt with is as to the admissibility of certain depositions which were taken by Mr. Gwynne in the action of *Richards v. Gwynne*. Those documents would be admissible as admissions by Gwynne if it could be proved that they were used by him. But there is no evidence that Gwynne ever adopted them or made them his own, and they cannot, therefore, be treated as admissions by him. The question, however, arises, whether these depositions are not, nevertheless, admissible as evidence of reputation; and there is also a question whether another document, Mr. Cheese's survey, is not admissible on the same ground. As regards the survey, which was made in the year 1816, I am of opinion, having regard to the fact that it was made by Cheese in performance of a duty cast on him by an Act of Parliament, 34 Geo. 4, c. 75, s. 8, that it was properly admissible. It was a public document, produced out of the proper custody, and is, I think, admissible on that ground. *Smith v. Earl Brownlow* (18 W. R. 271, L. R. 9 Eq. 241) was a much more difficult case. There is a further point as to misdirection about the effect of the Statute of Limitations. I am unable to see any misdirection, and, having considered Jones's evidence, I think there was no misdirection by the learned judge as to that matter. On the whole it comes to this. The learned judge came to the conclusion that the evidence of reputation was inadmissible. For the reasons I have given, I think that conclusion was wrong; but in other respects, subject to the question on which, as I have said, we must hear further argument, I think the learned judge was quite right.

CHITTY and VAUGHAN WILLIAMS, L.JJ., delivered judgment to the same effect.

Subsequently, on the 19th of December, the court completed the hearing, and, without deciding the further question of evidence, remitted the whole matter to Romer, J.—COUNSEL, *B. F. Williams, Q.C.*, and *Rowland Rowlands; Warrington, Q.C.*, and *S. T. Evans*. SOLICITORS, *Carlisle, Unna, Rider, & Heaton*, for *G. C. James, Merthyr Tydfil; Sharpe, Parker, Pritchards, & Barham*, for *D. T. Jeffreys, Brecon*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

Re MUNDY AND ROPER'S CONTRACT. No. 2. 8th and 10th Nov.; 20th Dec.

VENDOR AND PURCHASER—SETTLED LAND—TITLE—JOINTURE RENT-CHARGE AND PORTIONS CREATED BY PRIOR SETTLEMENT—NEW SETTLEMENT—COMPOUND SETTLEMENT—POWER OF TENANT FOR LIFE TO CONVEY FREE FROM JOINTURE AND PORTIONS—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 2 (1), 20, 50.

This was an appeal by the vendor, on a vendor and purchaser summons, from a decision of Kekewich, J. (reported 42 SOLICITORS' JOURNAL 522). By the summons *C. F. Massingberd Mundy*, who was tenant for life of the Ormsby estate, asked that trustees for the purposes of the Settled Land Acts might be appointed of the compound settlement hereafter mentioned, and that it might be declared that a contract of sale into which he had entered relating to a part of the settled property was binding upon the jointress and portionists respectively under the said compound settlement, and that he could make a good title to the property without the concurrence of the jointress, portionists, and trustees of the respective terms. The history of the settlement was as follows: By a settlement of the 15th of March, 1861, the Ormsby estate was, in exercise of a power contained in a disentailing deed, appointed and conveyed to the use of *C. J. H. Mundy* during his life, with remainder to the use that in case *Elizabeth Susan Mundy* should survive *C. J. H. Mundy* and *M. J. Massingberd* (as happened)

she should, after the decease of the survivor, receive the yearly rent-charge of £800 by way of jointure in bar of dower and subject thereto to the use of trustees for a term of 500 years to secure the said rent-charge, with remainder to a trustee for the term of 1,000 years to secure payment of portions up to £8,000 (which were subsequently raised), and subject thereto to the use of C. F. Mundy for life, with remainder to the use of his first and other sons successively in tail male. In 1863 C. J. H. Mundy assumed the surname of Massingberd Mundy. By a settlement of the 7th of August, 1865, made upon the marriage of the said C. F. M. Mundy (formerly C. F. Mundy) with Louisa Charlotte Bigge, C. F. M. Mundy in exercise of a power reserved to him by the above-mentioned settlement appointed an annual rent-charge of £500 to his said wife in case she survived him, and power was reserved to him to charge a sum of £8,000 for portions. The jointure and portions were secured by the terms of years therein mentioned. C. J. H. M. Mundy died on the 19th of February, 1882. By a disentailing assurance of the 28th of January, 1889, C. F. M. Mundy and C. D. M. Mundy, his eldest son, disentailed the Ormsby estate. By a settlement of the 30th of January, 1889, made in exercise of a general power of appointment in the last-mentioned disentailing assurance, C. F. M. Mundy and C. D. M. Mundy appointed the Ormsby estate to the use of C. F. M. Mundy during his life with remainders over. The life estate so limited was not expressed to be in restoration or continuation of any estate in C. F. M. Mundy. Elizabeth Susan M. Mundy died on the 1st of January, 1892. By a deed-poll of the 16th of July, 1897, C. F. M. Mundy, in exercise of the power reserved to him in the settlement of the 7th of August, 1865, appointed the sum of £8,000 as portions for his four younger children. On the 6th of August, 1897, C. F. M. Mundy entered into the contract of sale above referred to. On investigating the title the purchasers required the concurrence of the jointress and the younger children. The vendor then took out a summons under the Settled Land Acts, 1882 to 1890, and the Vendor and Purchaser Act, 1874, for a declaration as above stated. Kekewich, J., held that a new settlement had been created by the settlement of 1889, and that therefore there was not a "compound settlement," and the vendor could not sell under the Settled Land Acts free from the charges. The vendor appealed.

THE COURT (LINDLEY, M.R., and CHITTY and VAUGHAN WILLIAMS, L.J.J.) allowed the appeal.

Dec. 20.—The written judgment of LINDLEY, M.R., and CHITTY, L.J., was delivered by

CHITTY, L.J.—On this appeal there are two questions which hang together. The first is whether the vendor, who is tenant for life in possession, can by his conveyance under the Settled Land Acts discharge the land from the jointure limited to his wife if she should survive him, and from the portions charged on the land in favour of his younger children but not raisable till after his death. The terms of years and other rights limited for the purpose of securing the jointure and portions are included in this question. The second is whether the deeds of 1861, 1865, and 1889 together constitute "the settlement" or "a settlement" within the meaning of the Act. The vendor contends that they do, and accordingly asks the court to appoint trustees of that settlement in order that they may receive and give a good discharge for the purchase-money. Kekewich, J., has decided both the questions against the vendor, and has consequently declined to appoint trustees. The broad policy on which the Act is founded is laid down by the House of Lords in *Lord Henry Bruce v. Marquess of Ailesbury* (41 W. R. 318; 1892, A. C. 356). The object is to render land a marketable article, notwithstanding the settlement. Its main purpose is the welfare of the land itself and of all interested therein, including the tenants, and not merely of the persons taking under the settlement. The Settled Land Act, 1882, has a much wider scope than the Settled Estates Acts. The scheme adopted is to facilitate the striking off from the land of the fetters imposed by settlement; and this is accomplished by conferring on tenants for life in possession, and others considered to stand in a like relation to the land, large powers of dealing with the land by way of sale, exchange, lease, and otherwise, and by jealously guarding those powers from attempts to defeat them or to transfer their exercise. At the same time the rights of persons claiming under the settlement are carefully preserved in the case of a sale by shifting the settlement from the land to the purchase-money which has to be paid into court or into the hands of trustees. The Act of 1882 and the subsequent Acts ought then to be construed by the court with regard to these broad principles, and in a spirit of wise and reasonable liberality. I am free to confess that I am struck at the outset with the consideration that, if the judgment appealed against stands, there is a blot in the Acts. The purchaser required that the jointress and the younger children should join in the conveyance for the purpose of releasing their rights: but with this requisition it was impossible to comply. The portioners, or some of them, are infants. The result then is that if the requisition is upheld the land is practically unmarketable. The 20th section of the Act of 1882 has been so often stated that it is unnecessary to set it forth again. The deed of conveyance by the tenant for life is effectual to pass the land conveyed discharged from all the limitations, powers, and provisions of the settlement, and from all estates, interests and charges subsisting or to arise thereunder, but subject to and with the exception of (1) all estates, interests, and charges having priority to the settlement; (2) all such other, if any, estates, interests, and charges as have been conveyed or created for securing money actually raised at the date of the deed. The third exception is for present purposes altogether immaterial. The second is important as shewing an express restriction on the power of the tenant for life. We find in it a principle. Mortgagees who have actually lent their money on the security of the land are regarded as strangers to the settlement and are not to have the security which they bargained for on the land itself transferred to the purchase-money at the will of the tenant for life. The same principle

is maintained in the 3rd sub-section of section 50 in favour of an assignee for value of the estate or interest of the tenant for life. The exception in sub-section 2 (ii.) of the 20th section has, however, no direct application to the present case because no money has been raised under the jointure term or the portions. Indeed, as already intimated, no money is raisable under either of them till after the death of the vendor. The first exception is important. If the settlement consists solely of the deed of 1889 then the jointure and the portions have priority to the settlement, and the vendor's conveyance will not discharge the land from them. If the settlement consists of the deeds of 1861, 1865, and 1889, the jointure and portions will not have priority to that settlement, and they will be discharged subject to compliance with the provisions of the Acts as to the appointment of trustees of that settlement and notice to them or waiver of notice. The purchaser raises no objection on the ground that there were no trustees for the purposes of the Act at the time of the sale. I turn now to the 2nd section of the Act of 1882, the 1st sub-section of which, for the present purpose, may be shortly stated thus: "Any deed . . . or other instrument or any number of instruments, whether made . . . before or after or partly before and partly after the commencement of this Act under or by virtue of which instrument or instruments any land or any estate or interest in land stands for the time being limited to or in trust for any persons by way of succession creates or is, for the purposes of this Act, a settlement, and is in this Act referred to as a settlement or as the settlement, as the case requires." The right interpretation of the words "stands for the time being limited to or in trust for any persons by way of succession" is a critical point in this case. The words have no technical force. I see no sufficient reason for restricting their meaning. I think that according to the natural and ordinary meaning of the words they include the case of a jointress and portions for younger children limited to arise on or after the death of a tenant for life and to the terms of years limited to trustees to secure them. The jointress and the portioners take an interest in the land and they succeed to their interests in the land on or after the death of the tenant for life. I state this proposition generally and without reference to the Acts imposing a duty on successions; but such Acts if referred to would support this proposition. It may be that conveyancers when they employ the phrase that the lands stand limited to uses often mention only the leading estates in the land, viz., the estates of freehold, and refer to jointures and portions as charges or incumbrances to which the freehold estates or some of them are subject. Such a mode of reciting title is often sufficient for the purpose which it is intended to serve. But it is quite correct in point of law to set out among the limitations to which the land stands limited the limitations in favour of the jointress and the portioners, and the terms for securing them, and this is often done by conveyancers. There is an illustration of what I am saying in the deed of 1889. To the proposition that the words of the disposition "stands limited to or in trust for any persons by way of succession" ought to be restricted to freehold estates there are two ready answers: First, the subject-matter of the settlement may be leaseholds for years. This is shown by the words of the definition itself, which speaks not of land, but of "any estate or interest in land." And, secondly, by the 58th section, which in its enumeration of the persons having the powers of a tenant for life, mentions (sub-section 4) "a tenant for years determinable on life not holding merely under a lease at a rent." I proceed now to state the title shortly. [His lordship then dealt with the title in detail, and continued:] Treating the life estate of the vendor (as I think it must be treated) as a new life estate arising under the resettlement, the land now stands limited to the vendor for life, and after his death to the use of his wife for her rent-charge and for the portioners with their respective terms by way of succession within the meaning of the definition contained in section 2, sub-section 1, of the Act of 1882; and the settlement consists of the deeds of 1861, 1865, and 1889. This result is in accordance with *Stirling, J.'s* decision in *Re The Marquess of Ailesbury and Lord Iveagh* (41 W. R. 644; 1893, 2 Ch. 345). The judgment in that case has been criticized by some learned writers, particularly in regard to the jointure of Maria the Dowager Marchioness. But I think the judgment was right, and founded on the true view of the statute. [His lordship considered that case, and continued:] Holding, however, as I do that there is a settlement consisting of the four deeds within the definition, there is a point which ought not to be overlooked. The resettlement of 1889 expressly appoints trustees of the settlement thereby made for the purposes of the Settled Land Acts. I think that the vendor could have sold the land and discharged it from the limitations thereby made, but, of course, subject to the jointure and portions of his wife and younger children, which upon such a sale would stand in priority to that settlement; and that the trustees thereby appointed could have given a valid discharge for such purchase-money. I see no inconsistency in holding that there may be at the same time a more comprehensive settlement consisting of several deeds or a less comprehensive settlement constituted by one of the deeds only. The language of the 2nd section, sub-section 1, "any instrument or any number of instruments" whereby the land "stands for the time being limited" justifies this conclusion. Had I been of a different opinion on this point I might have found some difficulty on the main questions involved in our present decision. The point, however, was decided by *Stirling, J.*, in *Re Du Cune and Nettlesford's Contract* (46 W. R. 523; 1898, 2 Ch. 96). In his judgment in that case he said (at p. 105) that it is quite plain that one instrument may constitute a settlement although it is to be admitted that several instruments may, under the same definition, also constitute a settlement. I agree with his reasoning and with his decision on this point. There is also another but quite distinct point which arises on this title. As already stated the vendor being tenant for life under the settlement of 1861 became entitled on the commencement of the Act of 1882 to sell the

land discharged from the jointure and portions of his wife and younger children, and this statutory power remained vested in him beyond all question down to the date of the execution of the disentailing deed. How and by what means has this power been divested? It seems to me clear that the statutory power is not a power annexed to the estate of a tenant for life in any such sense as that in which powers were considered to be annexed to an estate by any method of conveyancing arising out of the private deeds of the parties. It is a power vested by the Act once for all in a tenant for life, which remains vested in him, is incapable of being assigned or released and continues exercisable by him, notwithstanding any assignment by him of his estate. This is the effect of the 50th section of the Act of 1882, which runs thus: "(1) The powers under this Act of a tenant for life are not capable of assignment or release, and do not pass to a person as being, by operation of law or otherwise, an assignee of a tenant for life, and remain exercisable by the tenant for life after and notwithstanding any assignment, by operation of law or otherwise, of his estate or interest under the settlement. (2) A contract by a tenant for life not to exercise any of his powers under this Act is void." It may be that if the settlement consists merely of a life estate in A., with remainder to B. in fee, and A. surrenders his life estate to B., the power is gone under the doctrine of merger; and that such a case is not within the section, because where the settlement is thus brought to an end and exhausted there is no reason why such a power should continue after the absolute fee simple is vested in possession. I say "may be", because it is not necessary to consider such a case which does not arise upon the facts before us. Reading the declaration of uses declared by the resettlement with the disentailing deed according to the settled law on that subject, how does the present case stand? By virtue of the grant made by the vendor and his son by the disentailing deed, the common law estate passed to the grantee to use; and by virtue of the declaration of uses in the resettlement, the grantee to uses stood seized to the use of the vendor for life. The old life estate of the vendor alone was sufficient to support the use in favour of the vendor. But apart from these technical points I still ask the question how, upon such a transaction as that manifested by the disentailing deed and resettlement of 1889, can it be said, in the face of the 50th section, that the statutory power of sale which the vendor had at the time when he executed those deeds is gone or extinguished? In my opinion the 50th section applies, and the statutory power of sale remains unaffected. The order will be: (1) Discharge Kekewich, J.'s, judgment; (2) declare the vendor has power to discharge the land from the jointure portions, &c., as in *Re Marquis of Ailesbury and Lord Leaght (ubi supra)*, but retain that part of Kekewich, J.'s, declaration which relates to the vendor's sisters; (3) appoint trustees of the compound settlement constituted by the deeds of 1861, 1865, and 1889. Take trustees of 1889 deed unless some objection.

VAUGHAN WILLIAMS, L.J.—I agree, but I confess, with great hesitation, for in a case in which an estate in fee simple is settled in the ordinary way with a succession of limitations consisting of a life estate, estate tail, &c., with the ordinary power of creating terms to secure a jointure and portions for younger children, I doubt very much whether the terms to secure jointure or portions or the interests thereby secured are limitations by way of succession within the meaning of section 2 of the Settled Land Act. This doubt is not based upon any question of the applicability of the words "stand limited" to the estate created by a term of years, but is based upon the consideration that such a term does not come into operation in succession in relation to the freehold limitations, estate tail, and estates in remainder and reversion which exhaust the whole fee. Such terms are in fact mere charges overriding the successive limitations and coming into operation contemporaneously with those limitations; or, to express this doubt by another example, I doubt whether land would continue to stand limited by way of succession in a case where a settlement created a life estate with remainder in fee, with power to the tenant for life to jointure and portion and create terms to secure jointures and portions, and the tenant for life died after creating such terms, and the remainderman became tenant in fee in possession subject to the terms. I mean that I doubt if in such a case the terms and the reversion which has become vested in the remainderman as an estate in possession constitute a limitation by way of succession. But, having regard to what was said in the House of Lords as to the policy of the Act, Chitty, L.J.'s, judgment has persuaded me that we ought to construe section 2 of the Act in the way he has done, although we may be putting a somewhat unnatural meaning on the words. I am not, however, influenced in this by the presence in section 58 of clause 4, because I think that clause was inserted merely to prevent an old conveyancer's device to render difficult the suffering of a recovery to bar an entail being effective to avoid the application of the Settled Land Act by the absence of a life estate. Appeal allowed.—COUNSEL, *Cosens-Hardy, Q.C., and Martelli; W. A. Peck. SOLICITORS, Jull, Godfrey, & Danvers, for Thimbleby & Son, Spilby; John Hazell, for A. G. Fletcher, Donington.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Queen's Bench Division.

UNITED REALIZATION CO. (LIM.) (Appellants) v. THE COMMISSIONERS OF INLAND REVENUE (Respondents). Div. Court. 16th Dec.

REVENUE—STAMP DUTY—AGREEMENT UNDER SEAL TO EXECUTE MORTGAGE OR CHARGE—"MORTGAGE, BOND, DEBENTURE, COVENANT"—STAMP ACT, 1891 (54 & 55 VICT. C. 39), s. 86, AND SCHEDULE.

Case stated by the Commissioners of Inland Revenue. The question was as to the stamp duty chargeable in respect of an instrument under the

seal of J. W. Hobbs & Co. (Limited), which so far as material was as follows: "To the Liberator Permanent Benefit Building Society. In consideration of the sum of £373,374 15s. 7d. this day advanced by the Liberator, &c., Society to J. W. Hobbs & Co. (Limited) (hereinafter called the company), the receipt whereof the company hereby acknowledge, the company hereby undertake and agree whenever called upon by the society to execute, at the expense of the company, a mortgage or charge of all their interest in the hereditaments (describing them) in such form as the society shall request to secure the repayment of the said sum of £373,374 15s. 7d. and interest at the rate of £7 10s. per annum." The instrument further contained an agreement by the company to pay interest on the above sum at the rate mentioned, and an appointment by the company of a named person "or such other person as the society may hereafter substitute for him the receiver of the rents and profits of the said hereditaments and premises as long as any money remains due to the society," such receiver not to enter into possession until default was made in payment of principal and interest within fourteen days after demand. When the instrument was executed the property therein described was subject to a legal mortgage and to an equitable mortgage. The commissioners held that the instrument was liable to duty under the head (in the schedule to the Stamp Act, 1891), "Mortgage, Bond, Debenture, Covenant . . . being the only or principal or primary security for the payment or repayment of money," and they assessed the duty at £466 15s., being at the rate of 2s. 6d. for every £100 and fractional part of £100 of the amount secured.

THE COURT (WILLS and BRUCE, JJ.) dismissed the appeal.

WILLS, J., thought it was clear that the Crown was entitled to judgment. The question was—did the parties intend by this instrument to create a charge? The necessity under the instrument for the intervention of a request before it was to operate as a charge would not prevent its being a present charge if that would otherwise be its effect; but if there was no intention to create a present charge then the introduction of the words as to a request would be material because they would show that a condition must be satisfied before the charge was to take effect. The sum advanced was upwards of £300,000, and it would certainly be startling if such a sum was advanced without a present security being taken. It was said that it was merely a covenant to give a charge in the future; but it was a covenant to give a charge in such form as the persons advancing the money should request; that showed that the reason for the provision was that the form of the charge was to be perfected so as to give the lenders such further protection as they might require. That took away the sting of the argument that it was a mere covenant to give a charge in the future. Then the instrument contained an immediate appointment of a receiver; although that provision was qualified by the words which followed, it indicated an intention to give a present charge. He therefore thought the instrument was an equitable mortgage and was liable to the duty which the commissioners had assessed. Even if it were not an equitable mortgage it was a covenant, which was the only or primary security for the repayment of money. The words in the schedule to the Act were loose, but they were intentionally large, and it would be wrong to cut them down to a mere synonym for a covenant for the payment of money. He could not conceive why, where the security was a covenant to do something which would effectually protect the money, that was not as much a primary security for payment as a direct covenant to repay. At the time when the security had to be put into operation a mere covenant to repay would probably be valueless, and it would be extravagant to say that the far more valuable covenant was not a security for the payment of the money when it was conceded that the less valuable covenant to repay would be such a security. He was therefore of opinion that the instrument was both a mortgage and a covenant within the head of "Mortgage, &c.," in the schedule.

BRUCE, J., thought that the instrument was a covenant for securing the payment of money. The right possessed by the lenders by virtue of the covenant to demand a charge was itself a security for the payment: just as a promissory note under which money was payable fourteen days after demand was undoubtedly a security.—COUNSEL, *Pickford, Q.C., and H. S. Theobald; Sir R. B. Finlay, S.G., and Danckwerts. SOLICITORS, Thorne & Welford; The Solicitor of Inland Revenue.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re HIGGINSON & DEANE. Ex parte THE ATTORNEY-GENERAL. Wright and Darling, JJ. 11th and 14th Nov. and 21st Dec.

BANKRUPTCY—APPLICATION TO EXPUNGE PROOF—EXTINCT CORPORATION—"BONA VACANTIA"—CLAIM BY THE CROWN—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), SCHEDULE II., RE. 23, 25.

This was an appeal by the Attorney-General on behalf of the Crown from a decision of the county court judge at Manchester, expunging a proof in the bankruptcy of the firm of Higginson & Deane. The firm of Higginson & Deane became bankrupt in 1847, proofs of creditors were admitted, dividends were declared, and it was thought that no further assets would be forthcoming until 1897, when the Official Receiver, who had by that time become trustee in the bankruptcy, the original trustee having long since been released, discovered that the bankrupts had been the owners of certain shares in the Leeds and Thirsk Railway, which had since become part of the North-Eastern Railway. The Official Receiver took the necessary steps to obtain an allotment to himself of shares in the North-Eastern Railway in place of the bankrupts' holding in the Leeds and Thirsk Railway, and then sold such shares, realizing the

sum of £6,500 for the bankrupts' estate. Among the original creditors in the bankruptcy was a corporation called The Royal Bank of Liverpool, which was admitted to prove for £4,000. This corporation was subsequently registered as a limited company under the Companies Acts, and was eventually dissolved by order of the court in 1887, when its books were directed to be destroyed. After the Official Receiver had realized the £6,500 mentioned above, Messrs. Littledale & Co., who had been admitted to prove for £56,000, moved in the county court to expunge the proof of the Royal Bank of Liverpool on the ground that it was now extinct. The Attorney-General opposed the application, claiming that the rights of the extinct corporation against the bankrupts' estate had passed to the Crown as *bona vacantia*. The learned county court judge expunged the proof. The Attorney-General appealed, and the case was argued upon the 11th and 14th of November, when judgment was reserved.

WRIGHT, J., delivered the judgment of the court upon the 21st of December, holding that the Crown was entitled to succeed. From the time of Lord Thurlow's decision in *Middleton v. Spicer*, in 1783, it had been an accepted proposition of law that chattels real or personal vested in a person as a mere trustee upon private trusts which had failed were as a general rule held by him as trustee for the Crown of *bona vacantia*; and during all the period which had elapsed since that decision no exception from the rule seemed to have been established. The only difficulty raised in the present case was the suggestion that, on the dissolution of the bank, not only did its artificial personality come to an end, but the debt due to it from the bankrupts lapsed or was extinguished. The court, however, held that the original assignees and their successors in office had from the time of the bankruptcy been entitled to the old railway shares in trust for such creditors as had been or might be admitted to prove. The bank, immediately before its dissolution, was not a mere creditor. It was a creditor whose claim was in proof. Its claim was no longer a mere right of action for a debt. It could no longer have maintained an action for a debt. The debt had been, at any rate, provisionally merged in an equitable execution, and the right to sue had been replaced, not, indeed, by any particular interest in any specific chattels, but by a right to have all the assets as and when realized applied for the bank's benefit *pro rata* with the other creditors. This right existed as an equitable interest or chattel at the time of the dissolution, and upon the dissolution of the bank that chattel or interest was not annihilated, but continued to be existing personal property which devolved upon the Crown as *bona vacantia* as completely as any other equitable interest. The court therefore allowed the appeal. The costs of all parties were allowed out of the fund.—COUNSEL, Sir R. B. Finlay, S.G., Ingle Joyce, and Horace Avery; M. Muir Mackenzie; Stewart Brown; H. Reed, Q.C., and Leslie Scott. SOLICITORS, The Solicitor to the Treasury; The Solicitor to the Board of Trade; Field, Beeson, & Co., agents for Batesons, Warr, & Wimshurst, Liverpool; Dousson, Ainslie, & Martin, agents for Gibbons & Arkle, Liverpool.

[Reported by P. M. FRANKS, Barrister-at-Law.]

LAW STUDENTS' JOURNAL.

THE TRAVERS-SMITH SCHOLARSHIP.—At the meeting of the Council of the Incorporated Law Society, held the 16th day of December last, the scholarship for the year 1898, granted by the will of the late Mr. Joseph Travers-Smith, was awarded to Henry Doudney Thompson, LL.B. (Lond.), of Olden Lodge, Purley, Surrey.

LEGAL NEWS.

APPOINTMENTS.

MR. A. D. ADRIAN, C.B., barrister-at-law, one of the Assistant Secretaries of the Local Government Board, has been appointed Legal Adviser of the Board, in place of Mr. Rotton, Q.C., who recently retired.

MR. GEORGE DAVID, solicitor, of Cardiff, has been appointed Official Receiver in Bankruptcy for the Bankruptcy District of the County Court held at Cardiff, as from the 1st January, 1899, in succession to Mr. Thos. Henry Stephens, resigned.

MR. THOMAS TOWNSEND BUCKNILL, Q.C., who has been appointed a Judge of the High Court, in the place of Sir Henry Hawkins, resigned, is the second son of the late Sir J. C. Bucknill, M.D., F.R.S. He was born in 1845, and was educated at Westminster and Geneva. He was called to the bar in November, 1868, and joined the Western Circuit. He was made a Queen's Counsel in 1885. In 1892 he was elected Member of Parliament for the Mid or Epsom Division of Surrey, and at the last general election he was returned unopposed.

Sir HENRY HAWKINS has been promoted to the dignity of a Peerage.

MR. ARTHUR STRACHEY, LL.D., Chief Justice of the High Court, Allahabad, has received the honour of Knighthood.

MR. WILLIAM MURRE, late Senior Puisne Judge of the Supreme Court of the Colony of Mauritius, has received the honour of Knighthood.

Sir JOHN MADDEN, Knt., Chief Justice of the Supreme Court of the Colony of Victoria, has been appointed a Knight Commander of the Order of St. Michael and St. George.

MR. W. ROSE SMITH, barrister-at-law, has been appointed Clerk of the Council of the Duchy of Lancaster, in succession to Sir J. Gardner Engleheart, K.C.B.

GENERAL.

It is announced that the Lord Chief Justice will remain in town during the whole of the ensuing Hilary sittings, and he is expected to be engaged on the trial of actions all the time.

In charging the grand jury at Lancaster Quarter Sessions on Monday, Mr. Fell, the chairman, said that the new Inebriates Act was surrounded by difficulties owing to the formalities required by the Home Office, but he hoped these would be surmounted, and that the Act would prove effectual in reducing the number of cases of habitual drunkenness.

By the elevation of Sir Henry Hawkins to the Peerage, says the *Westminster Gazette*, the House of Lords obtains another unofficial member of its judicial staff. In addition to the Lord Chancellor and Lords Watson, Macnaghten, Morris, and Davey, the four Lords of Appeal in Ordinary, there will now be no less than nine noble and learned lords who are qualified to assist at the hearing of appeals.

The *Times* says that the private room of the Royal Courts of Justice, overlooking the Strand, occupied by Sir Henry Hawkins for many years past, will be allotted to Mr. Justice Grantham. There is at present on the window sill of this room a large bag of Indian corn, with which the retired judge was wont to feed the Law Courts pigeons every midday during the sittings of the courts.

The account of receipts and payments in respect of the Land Registry for the year ended the 31st of March, 1898, has been issued as a Parliamentary paper. The fees received amounted to £20,262, which is an increase of £123 over the corresponding period of 1897. The total expenditure amounted to £9,394, this being an increase over the previous year of £271.

At the Norfolk Quarter Sessions, held at Norwich on Wednesday, says the *Times*, Mr. R. T. Gurdon presiding, a letter was received from Mr. J. B. R. Bulwer, Q.C., second chairman, announcing his resignation, owing to the duties of his office in London having considerably increased, and also to occasional ill-health. Mr. Gurdon said that the court and the bar received Mr. Bulwer's letter as a very sad bit of news, and that his long experience and acknowledged ability were admitted by all. Mr. Chancellor Blofeld, on behalf of the bar, said that Mr. Bulwer had always held before the bar the highest standard of professional honour, and it was not too much to say that they loved him.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Jan.	9 Mr. Farmer	Mr. Pugh	Mr. Godfrey
Tuesday	10 King	Beal	Leach
Wednesday	11 Farmer	Pugh	Godfrey
Thursday	12 King	Beal	Leach
Friday	13 Farmer	Pugh	Godfrey
Saturday	14 King	Beal	Leach
	Mr. Justice KEEWICK.	Mr. Justice BOWEN.	Mr. Justice BYRNE.
Monday, Jan.	9 Mr. Pemberton	Mr. Church	Mr. Lawie
Tuesday	10 Jackson	Greswell	Carrington
Wednesday	11 Pemberton	Church	Lawie
Thursday	12 Jackson	Greswell	Carrington
Friday	13 Pemberton	Church	Lawie
Saturday	14 Jackson	Greswell	Carrington

HILARY SITTINGS, 1899.

COURT OF APPEAL.		SATURDAY	
APPEAL COURT II.		Monday	Tuesday
Final and interlocutory appeals from the Chancery, and Probate, Divorce, and Admiralty Divisions (Probate and Divorce), and the County Palatine and Stannaries Courts, and Appeals in Bankruptcy and Lunacy.		28	29
(App motns ex pte—orgl motns, and apps from ords made on interlocutory motns and Chan final apps if required)		30	31
Wed., Jan. 11		Chan final apps	
(App motns ex pte—orgl motns, and apps from ords made on interlocutory motns and Chan final apps if required)		Wed., Feb. 1	
Thursday .. 12		County Palatine apps and Chan final apps	
Friday		3 Bkcy and Chan final apps	
Wed., Jan. 11		Saturday .. 4	
(App motns ex pte—orgl motns, and apps from ords made on interlocutory motns and Chan final apps if required)		Monday	
Thursday .. 13		6 Chan final apps	
Friday		Tuesday	
Saturday .. 14		7	
Monday		(App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)	
Tuesday		Wednesday 8	
(App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)		Thursday .. 9	
Wednesday 15		Chan final apps	
(App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)		Friday	
Thursday .. 16		10 Bkcy and Chan final apps	
Friday		Saturday .. 11	
Saturday .. 17		Chan final apps	
(App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)		Tuesday	
Wednesday 18		14	
(App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)		Wednesday 15	
Thursday .. 19		Chan final apps	
Friday		Thursday .. 16	
Saturday .. 21		Chan final apps	
Monday		Friday	
Tuesday .. 24		17 Bkcy and Chan final apps	
(App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)		Saturday .. 18	
Wed. 25		Chan final apps	
(App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)		Monday	
Thursday .. 26		20	
Friday		Tuesday .. 21	
Saturday .. 27		(App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required)	
Wednesday 22		Wednesday 22	

Thursday 23... Chan final apps
Friday 24... Bkcy and Chan final apps
Saturday 25... Bkcy and Chan final apps
Monday 27... Chan final apps
Tuesday 28...

App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required

Thursday 2... County Palatine apps and Chan final apps
Friday 3... Bkcy and Chan final apps
Saturday 4... Chan final apps
Monday 6... Chan final apps
Tuesday 7...

App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required

Thursday 9... Chan final apps
Friday 10... Bkcy and Chan final apps
Saturday 11... Chan final apps
Monday 13... Chan final apps
Tuesday 14...

App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required

Thursday 16... Chan final apps
Friday 17... Bkcy and Chan final apps
Saturday 18... Chan final apps
Monday 20... Chan final apps
Tuesday 21...

App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required

Thursday 23... Chan final apps
Friday 24... Bkcy and Chan final apps
Saturday 25... Chan final apps
Monday 27... Chan final apps
Tuesday 28...

App motns ex pte—orgl motns—apps from ords made on interlocutory motns (sep list) and Chan final apps if required

Wednesday 29

N.B.—Lunacy Matters (if any) are taken in Appeal Court II. on every Monday at Eleven until further notice.

APPEAL COURT I.

Final and interlocutory appeals from the Queen's Bench Division, the Probate, Divorce, and Admiralty Division (Admiralty).

Wed., Jan. 11... (App motns ex pte—orgl motns, and apps from ords made on interlocutory motns)

Thursday 12... New trial paper

App in re The Workmen's Compensation Act and new trial paper if required

Saturday 14... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Monday 16... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Tuesday 17... Q B final apps

Wednesday 18... (App in re The Workmen's Compensation Act and Q B final apps if required)

Thursday 19... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final appeals if required)

Monday 23... (App in re The Workmen's Compensation Act and Q B final apps if required)

Tuesday 24... New trial paper

Wednesday 25... (App in re The Workmen's Compensation Act and Q B final apps if required)

Thursday 26... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and new trial paper if required)

Monday 30... (App in re The Workmen's Compensation Act and new trial paper if required)

Monday 13... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final appeals if required)

Tuesday 14... Q B final apps

Wednesday 15... (App in re The Workmen's Compensation Act and Q B final apps if required)

Thursday 16... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and new trial paper if required)

Monday 20... (App in re The Workmen's Compensation Act and new trial paper if required)

Tuesday 21... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Wednesday 22... Q B final apps

Thursday 23... (App in re The Workmen's Compensation Act and Q B final apps if required)

Friday 24... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and new trial paper if required)

Monday 27... (App in re The Workmen's Compensation Act and new trial paper if required)

Tuesday 28... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Wednesday 29... (App in re The Workmen's Compensation Act and new trial paper if required)

Thursday 30... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Monday 31... (App in re The Workmen's Compensation Act and new trial paper if required)

Tuesday 1... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Wednesday 2... (App in re The Workmen's Compensation Act and new trial paper if required)

Thursday 3... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Friday 4... (App in re The Workmen's Compensation Act and new trial paper if required)

Monday 7... (App in re The Workmen's Compensation Act and new trial paper if required)

Tuesday 8... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Wednesday 9... (App in re The Workmen's Compensation Act and new trial paper if required)

Thursday 10... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Friday 11... (App in re The Workmen's Compensation Act and new trial paper if required)

Monday 14... (App in re The Workmen's Compensation Act and new trial paper if required)

Tuesday 15... (App motns ex pte—orgl motns—apps from ords made on interlocutory motns and Q B final apps if required)

Wednesday 16... (App in re The Workmen's Compensation Act and new trial paper if required)

Monday 6... Sitting in chambers

Tuesday 7... General paper

Wednesday 8... Witness actions

Thursday 9... Sitting in chambers

Friday 10... General paper

Saturday 11... Motns and adj sums

Monday 13... Motns and adj sums

Tuesday 14... Motns and adj sums

Wednesday 15... Motns and adj sums

Thursday 16... Motns and adj sums

Friday 17... Motns and adj sums

Saturday 18... Motns and adj sums

Monday 19... Motns and adj sums

Tuesday 20... Motns and adj sums

Wednesday 21... Motns and adj sums

Thursday 22... Motns and adj sums

Friday 23... Motns and adj sums

Saturday 24... Motns and adj sums

Monday 25... Motns and adj sums

Tuesday 26... Motns and adj sums

Wednesday 27... Motns and adj sums

Thursday 28... Motns and adj sums

Friday 29... Motns and adj sums

Saturday 30... Motns and adj sums

Monday 31... Motns and adj sums

Tuesday 1... Motns and adj sums

Monday 6... Sitting in chambers

Tuesday 7... General paper

Wednesday 8... Motns, adj sums, and gen pa

Thursday 9... Motns, adj sums, and gen pa

Friday 10... Motns, adj sums, and gen pa

Saturday 11... Motns, adj sums, and gen pa

Monday 13... Motns, adj sums, and gen pa

Tuesday 14... Motns, adj sums, and gen pa

Wednesday 15... Motns, adj sums, and gen pa

Thursday 16... Motns, adj sums, and gen pa

Friday 17... Motns, adj sums, and gen pa

Saturday 18... Motns, adj sums, and gen pa

Monday 19... Motns, adj sums, and gen pa

Tuesday 20... Motns, adj sums, and gen pa

Wednesday 21... Motns, adj sums, and gen pa

Thursday 22... Motns, adj sums, and gen pa

Friday 23... Motns, adj sums, and gen pa

Saturday 24... Motns, adj sums, and gen pa

Monday 25... Motns, adj sums, and gen pa

Tuesday 26... Motns, adj sums, and gen pa

Wednesday 27... Motns, adj sums, and gen pa

Thursday 28... Motns, adj sums, and gen pa

Friday 29... Motns, adj sums, and gen pa

Saturday 30... Motns, adj sums, and gen pa

Monday 31... Motns, adj sums, and gen pa

Tuesday 1... Motns, adj sums, and gen pa

CHANCERY COURT IV.

MR. JUSTICE KEKEWICH.

The following will be the Order of Business according to the days of the week:—

Monday—Sitting in chambers

Tuesday—Sitting in chambers

Wednesday—Sitting in chambers

Thursday—Sitting in chambers

Friday—Sitting in chambers

Saturday—Sitting in chambers

Sunday—Sitting in chambers

Monday—Sitting in chambers

Tuesday—Sitting in chambers

Wednesday—Sitting in chambers

Thursday—Sitting in chambers

Friday—Sitting in chambers

Saturday—Sitting in chambers

Sunday—Sitting in chambers

Monday—Sitting in chambers

Tuesday—Sitting in chambers

Wednesday—Sitting in chambers

Thursday—Sitting in chambers

Friday—Sitting in chambers

Saturday—Sitting in chambers

Sunday—Sitting in chambers

Monday—Sitting in chambers

Tuesday—Sitting in chambers

Wednesday—Sitting in chambers

Thursday—Sitting in chambers

Friday—Sitting in chambers

Saturday—Sitting in chambers

Sunday—Sitting in chambers

Monday—Sitting in chambers

Tuesday—Sitting in chambers

Wednesday—Sitting in chambers

Thursday—Sitting in chambers

Friday—Sitting in chambers

LORD CHANCELLOR'S COURT.

MR. JUSTICE STIRLING.

Wed., Jan. 11... Motns, adj sums, and gen pa

Thursday 12... General paper

Friday 13... Motns, adj sums, and gen pa

Saturday 14... Motns, adj sums, and gen pa

Monday 16... Sitting in chambers

Tuesday 17... Sitting in chambers

Wednesday 18... Witness actions

Thursday 19... Witness actions

Friday 20... Witness actions

Saturday 21... Witness actions

Monday 23... Sitting in chambers

Tuesday 24... Sitting in chambers

Wednesday 25... General paper

Thursday 26... General paper

Friday 27... General paper

Saturday 28... General paper

Monday 30... Sitting in chambers

Tuesday 31... Sitting in chambers

Wednesday 1... General paper

Thursday 2... General paper

Friday 3... General paper

Saturday 4... General paper

Monday 6... Sitting in chambers

Tuesday 7... Sitting in chambers

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT I.

MR. JUSTICE NORTH.

Wed., Jan. 11... Motns and adj sums

Thursday 12... General paper

Friday 13... Motns and adj sums

Saturday 14... Motns and adj sums

Monday 16... Sitting in chambers

Tuesday 17... Sitting in chambers

Wednesday 18... Witness actions

Thursday 19... Witness actions

Friday 20... Witness actions

Saturday 21... Witness actions

Monday 23... Sitting in chambers

Tuesday 24... Sitting in chambers

Wednesday 25... General paper

Thursday 26... General paper

Friday 27... General paper

Saturday 28... General paper

Monday 30... Sitting in chambers

Tuesday 31... Sitting in chambers

Wednesday 1... General paper

Thursday 2... General paper

Friday 3... General paper

Saturday 4... General paper

Monday 6... Sitting in chambers

Tuesday 7... Sitting in chambers

Wednesday 8... General paper

Thursday 9... General paper

Friday 10... General paper

Saturday 11... General paper

Monday 13... Sitting in chambers

Tuesday 14... Sitting in chambers

Wednesday 15... General paper

Thursday 16... General paper

Friday 17... General paper

Saturday 18... General paper

Monday 20... Sitting in chambers

Tuesday 21... Sitting in chambers

Wednesday 22... General paper

Thursday 23... General paper

Friday 24... General paper

Saturday 25... General paper

Monday 27... Sitting in chambers

Tuesday 28... Sitting in chambers

Wednesday 29... General paper

Thursday 30... General paper

Friday 31... General paper

Saturday 1... General paper

Monday 3... Sitting in chambers

Tuesday 4... Sitting in chambers

Wednesday 5... General paper

Thursday 6... General paper

Friday 7... General paper

Saturday 8... General paper

Monday 10... Sitting in chambers

Tuesday 11... Sitting in chambers

Wednesday 12... General paper

Thursday 13... General paper

Friday 14... General paper

Saturday 15... General paper

Monday 17... Sitting in chambers

Tuesday 18... Sitting in chambers

Wednesday 19... General paper

Thursday 20... General paper

Friday 21... General paper

Saturday 22... General paper

Monday 24... Sitting in chambers

Tuesday 25... Sitting in chambers

Wednesday 26... General paper

Thursday 27... General paper

Friday 28... General paper

Saturday 29... General paper

Monday 31... Sitting in chambers

Thursday ... 9. Mot. for North, J
 Friday ... 10. Mot. and non wit list
 (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list, including pets
 for North, J)
 Saturday ... 11. Sitting in chambers
 Monday ... 12. Sitting in chambers
 Tuesday ... 13. Witness list
 Wednesday ... 14. Mot. and non wit list
 Thursday ... 15. (Pets, sht caus, opposed
 sums, procedure sums, and
 non wit list)
 Friday ... 16. Sitting in chambers
 Saturday ... 17. Mot. and non wit list
 Monday ... 18. (Pets, sht caus, opposed
 sums, procedure sums, and
 non wit list)
 Tuesday ... 19. Sitting in chambers
 Wednesday ... 20. Witness list
 Thursday ... 21. Mot. and non wit list
 Friday ... 22. (Pets, sht caus, opposed
 sums, procedure sums, and
 non wit list)
 Saturday ... 23. Sitting in chambers
 Monday ... 24. Mot. and non wit list
 Tuesday ... 25. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Wednesday ... 26. Sitting in chambers
 Thursday ... 27. Witness list
 Friday ... 28. Mot. and non wit list
 Saturday ... 29. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Monday ... 30. Sitting in chambers
 Tuesday ... 31. Witness list
 Wednesday ... 32. Mot. and non wit list
 Thursday ... 33. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Friday ... 34. Sitting in chambers
 Saturday ... 35. Mot. and non wit list
 Monday ... 36. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Tuesday ... 37. Sitting in chambers
 Wednesday ... 38. Witness list
 Thursday ... 39. Mot. and non wit list
 Friday ... 40. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Saturday ... 41. Sitting in chambers

Monday ... 13. Sitting in chambers
 Tuesday ... 14. Witness list
 Wednesday ... 15. Mot. and non wit list
 Thursday ... 16. (Pets, sht caus, opposed
 sums, procedure sums, and
 non wit list)
 Friday ... 17. Sitting in chambers
 Saturday ... 18. Mot. and non wit list
 Monday ... 19. (Pets, sht caus, opposed
 sums, procedure sums, and
 non wit list)
 Tuesday ... 20. Sitting in chambers
 Wednesday ... 21. Witness list
 Thursday ... 22. Mot. and non wit list
 Friday ... 23. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Saturday ... 24. Sitting in chambers
 Monday ... 25. Mot. and non wit list
 Tuesday ... 26. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Wednesday ... 27. Sitting in chambers
 Thursday ... 28. Witness list
 Friday ... 29. Mot. and non wit list
 Saturday ... 30. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Monday ... 31. Sitting in chambers
 Tuesday ... 32. Witness list
 Wednesday ... 33. Mot. and non wit list
 Thursday ... 34. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Friday ... 35. Sitting in chambers
 Saturday ... 36. Mot. and non wit list
 Monday ... 37. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Tuesday ... 38. Sitting in chambers
 Wednesday ... 39. Witness list
 Thursday ... 40. Mot. and non wit list
 Friday ... 41. (Pets, sht caus, procedure
 sums, opposed pets, and
 non wit list)
 Saturday ... 42. Sitting in chambers

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—The following Papers on Further Consideration are required for the use of the Judge, viz.:—Two Copies of Minutes of the proposed Judgment or Order, 1 Copy Pleadings, and 1 Copy Chief Clerk's Certificate, which must be left in Court with the Judge's Clerk one clear day before the Further Consideration is ready to come into the paper.

COURT OF APPEAL.

HILARY SITTINGS, 1899.

APPEAL COURT I.—NOTICES.

Queen's Bench interlocutory appeals will be taken in Court I. on Wednesday, Jan 11, and afterwards on every Monday in Hilary Sittings.

Queen's Bench final appeals and new trial motions will be taken in Court I. in alternate weeks during the Sittings. New trial motions will be taken in Court I. on Wednesday, Jan 11, and following days in that week. Final appeals in the second week.

On Mondays final appeals or new trial motions will be taken if there are not enough interlocutory appeals for a day's paper.

Admiralty appeals (with assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

Appeals in Re The Workmen's Compensation Act (if any) will be taken in Court I. on every Saturday during the sittings.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Wednesday, Jan 11, and afterwards on every Wednesday in Hilary Sittings, and Bankruptcy appeals will be taken on Friday, Jan 13, and following Fridays.

N.B.—Subject to Chancery interlocutory appeals on Wednesdays, Chancery final appeals will be taken every day in Court II. until further notice.

N.B.—When the interlocutory appeals are not enough for a day's paper, Chancery final appeals will be added on interlocutory days.

N.B.—Probate and Divorce final appeals will be taken in the Chancery Appeal List as reached.

Appeals from the Lancaster and Durham Palatine Courts (if any) will be taken in Court II. on Thursday, Jan 12, Thursday, Feb 2, and Thursday, March 2.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(Final List.)

1898.

Boileau v Heath app of plf from order of Mr Justice Bigham (sitting, &c), dated May 23, 1898 (order not perfected) May 25
 In re Buckett Aldridge v Buckett app of plf from order of Mr Justice Bigham (sitting, &c), dated May 27, 1898 July 6
 In re Morris James v London & County Banking Co ld app of defts from order of Mr Justice Romer, dated June 25, 1898 July 6
 Vestry of Parish of St Mary, Battersea v Company of London and Brush Electric Lighting Co ld app of defts from order of The President of P. D & A Division (sitting, &c), dated April 21, 1898 July 8
 Allen v Pratt & Co app of plf from order of Mr Justice Bigham (sitting, &c), dated July 6, 1898 July 9
 Bennett v Hudson app of plf from order of Mr Justice Kekewich, dated June 22, 1898 July 12
 In re Millais Millais v. Millais app of deft Sir J E Millais from order of Mr Justice Kekewich, dated June 28, 1898 July 13
 Peters v Owen app of plf from order of Mr Justice Bigham (sitting, &c), dated June 28, 1898 July 14
 Pemberton v Hughes app of plf from order of Mr Justice Kekewich, dated July 12, 1898 July 14
 Royal Baking Powder Co v Wright, Crossley & Co app of defts from order of Mr Justice Romer, dated July 2, 1898 July 16

In re Baker Thomson v Baker app of pliffs from order of Mr Justice Kekewich, dated July 4, 1898 July 18

Woods v Harrison & Bottomley app of petr J W Woods from order of Mr Justice North, dated July 2, 1898 (order not perfected) July 19

Lord Hastings v North Eastern Ry Co app of defts from order of Mr Justice Byrne, dated July 7, 1898 July 19

Mica Insulator Co v Electrical Co ld app of plf Co from order of Mr Justice Kekewich, dated June 30, 1898 July 19

De Witte v Addison app of deft J C Addison from order of Mr Justice Romer, dated July 2, 1898 July 19

In re Moore Bros & Co, ld, & Co's Acts, 1862 to 1890 app of M Bartholomew from order of Mr Justice Wright, dated July 19, 1898 July 23

The Presto Gear Case & Components Co, ld v Simplex Gear Case Co ld app of defts from order of Mr Justice Stirling, dated June 29, 1898 July 25

In re Etches Brownfield v Etches app of defts C E Etches & ors from order of Mr Justice Kekewich, dated July 6, 1898 July 25

In re Armitage Armitage v Armitage app of deft J Deacon from order of Mr Justice Kekewich, dated July 2, 1898 July 25

In re Pickworth Swaith v Parkinson app of defts John Sinclair and anr from order of Mr Justice North, dated July 21, 1898 July 29

In re Brewer & Hankins' Contract & V & P Act, 1874 app of S H Hankins from order of Mr Justice Stirling, dated July 12, 1898 August 2

Foakes v Drew Drew v Foakes app of plf J E Foakes from order of Mr Justice North, dated March 31, 1898 (security ordered) August 2

Cooper v Belsey app of deft from order of Mr Justice Romer, dated July 26, 1898 August 3

In re The Companies Acts, 1862 to 1890 In re The Joint Stock Companies Arrangement Act, 1870 In re The B-x Co ld app of A Foster from order of Mr Justice Wright, dated July 8, 1898 August 3

In re Evans Bicford v Ford app of deft from order of Mr Justice Kekewich, dated July 29, 1898 August 5

Ormond v Tipping app of plf from order of Mr Justice Kekewich, dated July 27, 1898 August 8

Castner Kellner Alkali Cold v The Commercial Development Corpn ld app of defts from order of Mr Justice Bigham (sitting, &c), dated August 3, 1898 August 10

In re Lord Fitzhardinge & Finance Act, 1874 Lord Fitzhardinge v Jenkinson app of pliffs from order of Mr Justice Kekewich, dated July 26, 1898 August 10

FROM THE CHANCERY DIVISION.

(Interlocutory List.)

1898.

Wilkinson v Leyland app of deft from order of Mr Justice Kekewich, dated August 10, 1897 (order not perfected) August 13

Lake v Harrison app of deft from order of Mr Justice North, dated Aug 4, 1897 (order not perfected) Aug 20

Boord v The African Consolidated Land & Trading Co, ld app of defts from order of Mr Justice North, dated Dec 10, 1897 (order not perfected) Dec 18

Barker v Faulkner app of plf from order of Mr Justice Stirling, dated Aug 9, 1898 (to be at head of Final List) December 8

Donaldson v Mayor, &c, of South Shields app of defts from order of Mr Justice North, dated Dec 7, 1898 (order not perfected) December 14

Underwood & Sons ld v Barker app of deft from order of Mr Justice Kekewich, dated Dec 9, 1898 (order not perfected) December 17

The Black Point Syndicate ld v The Eastern Concessions ld app of pliffs from order of Mr Justice Stirling, dated Dec 14, 1898 (order not perfected) December 19

Ellis v Duke of Bedford app of pliffs from order of Mr Justice Romer, dated Dec 7, 1898 (order not perfected) December 20

In re Kennard Kennard v Carew app of deft Helen Carew from order of Mr Justice Kekewich, dated Dec 9, 1898 (order not perfected) December 22

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

In re Keightley Keightley v Pinker app of deft from judgt of The President, dated Nov 25, 1898 December 16

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

In re Worthington Worthington v Worthington app of deft O McGrath from order of The Vice-Chancellor of County Palatine of Lancaster (Preston District), dated June 21, 1898 (order not perfected) July 16

Singlehurst v The Tapscott SS Co ld app of defts, F B Ross & anr, from order of The Vice-Chancellor of the County Palatine of Lancaster, dated Dec 6, 1898 (order not perfected) December 6

FROM THE QUEEN'S BENCH DIVISION.

(In Bankruptcy.)

1898.

In re Leopold (expte The Debtor) against a receiving order made by Mr Registrar Brougham

In re H P Thomas (expte The Sheriff of Middlesex) from an order of the Divisional Court, dated Nov 15, 1898

In re Wright (expte The Southern Development ld) from an order of the Divisional Court, dated Nov 11, 1898

In re Hirth (expte The Trustee) against an order of Mr Justice Wright, made and given on the 21st and 28th days of Nov, 1898

In re Beeston (expte Board of Trade) against an order made by Mr Justice Wright, on the 5th of Dec, 1898
 In re Ashwin (expte S Pollock) against an order made by Mr Justice Wright, dated the 5th Dec, 1898

FROM THE QUEEN'S BENCH DIVISION.

Judgments Reserved.

(Final List.)

Bennett & Co v Mollwraith & Co ld appl of Mollwraith & Co from judgt of Mr Justice Kennedy, dated April 5, 1898, on trial without a jury, Middlesex (cav December 16)

FROM THE QUEEN'S BENCH DIVISION.

For Hearing.

(Final List.)

Shipway v Broadwood appl of deft from judgt of Mr Justice Day, dated Feb 10, 1898, Worcester (appellant dead) March 2

Hunter v Tebay appl of pliff from judgt of Mr Justice Bruce, dated Dec 7, 1897, at trial with special jury, Lancaster, and cross notice of deft, dated March 10, 1898 March 11

Field SS Co, ld v Barr appl of pliffs from judgt of Mr Justice Bigham, dated March 22, 1898, at trial without a jury, Middlesex April 5

Newby v Eckersley appl of deft from judgt of Mr Justice Lawrence, dated March 25, 1898, and common jury, Leeds April 5

Forester v Edwards & anr appl of deft from judgt of Mr Justice Phillimore, dated March 31, 1898, at tri l without a jury, Cardiff (pliff dead) April 14

W E Morton & F A Steele (trading as Norton & Steele), pliffs, v T Davison (trading as the A B O Hotel & General Advertising Co), deft (Crown Side) appl of deft from judgt of Justices Wright & Darling, dated April 2, 1898 April 18

Bond v Hanman appl of deft from judgt of The Lord Chief Justice, dated March 21, 1898, at trial without a jury, Birmingham April 19

Vercoe v Jenks appl of deft from judgt of Mr Justice Grantham, dated April 6, 1898 April 20

T Drew v E Sanders (The Metropolitan Investment and Loan Association ld, clmts) Crown Side appl of clmts from judgt of the Lord Chief Justice & Mr Justice Channell, dated April 6, 1898 April 26

In re an Arbtin, Radford & Fisher & anr & Hughes, Trustees appl of J J Radford from judgt of Justices Day & Phillimore, dated April 5, 1898 April 26

Humphrey v Conybeare appl of pliff from judgt of Mr Justice Wright, dated Feb 1, 1898, at trial without a jury, Middlesex April 28

Miller v British & Colonial Agency ld appl of defts from judgt of Mr Justice Phillimore, dated April 23, 1898, at trial without a jury, Middlesex April 29

Hasluck v Clark appl of pliff from judgt of Mr Justice Wright, dated April 22, 1898, at trial without a jury, Middlesex April 30

The Queen on the prosecution of H E Walker & A C Walker (trading as the Rugby Portland Cement Co) v The London & North Western Ry Co (Crown Side) appl of defts from judgt of Justices Wills & Kennedy, dated April 28, 1898 May 10

Worrell & anr v Smith appl of deft from judgt of Mr Justice Darling, dated May 11, 1898, at trial without a jury, Middlesex May 16

Agins v Great Western Colliery Co, ld appl of defts from judgt of Mr Justice Channell, dated March 31, 1898, at trial without a jury May 16

Cassford v The Dover Harbour Board appl of deft from judgt of Mr Justice Wills, dated April 1, 1898, at trial with special jury, Middlesex May 16

Hall v Mildren appl of deft from judgt of Mr Justice Channell, dated April 23, 1898, at trial without a jury, Middlesex May 17

Green v Bell appl of deft from judgt of Mr Justice Bigham, dated May 12, 1898, at trial without a jury, Middlesex May 19

Warren v Warren appl of pliff from judgt of Mr Justice Day, dated May 9, 1898, at trial without a jury, Middlesex May 19

Justice v James appl of pliff from judgt of Mr Justice Ridley, dated May 3, 1898, at trial without a jury, Middlesex May 19

Hedger v Nevill appl of deft from judgt of Mr Justice Ridley, dated April 30, 1898, at trial with common jury, Middlesex May 19

Cahn & anr v Pockett's Bristol Channel Steam Packet Co, ld appl of pliffs from judgt of Mr Justice Mathew, dated May 18, 1898, at trial without a jury, Middlesex May 23

Griffiths v Hammond & anr appl of deft Hammond from judgt of Mr Justice Mathew, dated May 2, 1898, at trial without a jury, Middlesex May 23

Jacobs v Lindow appl of pliff in person from judgt of Mr Justice Bruce, dated May 24, 1898, at trial with common jury, Middlesex (security ordered) May 24

Davis v Witney Urban District Council appl of pliff from judgt of Justices Ridley & Channell, dated May 19, 1898 May 25

Davis v Poole (Dredge, garnishee) appl of pliff from judgt of Mr Justice Day, dated May 10, 1898, at trial without a jury, Middlesex May 27

The North-Eastern Railway Co (applts) v The Overseers of the Parish of Dalton & the Assessment Committee of Thirsk Union (respts) Crown Side appl of applts from judgt of Justices Wills & Kennedy, dated May 16, 1898 May 28

G Cartwright v The Guardians of the Poor of Scolcoates Union, Kingston-upon-Hull (respts) Crown Side appl of applts from judgt of Justices Grantham & Ridley, dated May 14, 1898 May 28

J Richardson Willford v Same appl of applts from judgt of Justices Grantham & Ridley, dated May 14, 1898 May 28

J Walsh v Same appl of applts from judgt of Justices Grantham & Ridley, dated May 14, 1898 May 28

A Robinson v Same appl of applts from judgt of Justices Grantham & Ridley, dated May 14, 1898 May 28

Attorney-Gen and anr v Hudson appl of deft from judgt of Mr Justice Day, dated May 19, 1898, at trial without a jury, Middlesex May 28

Hudson v Weyman appl of pliff from judgt of Mr Justice Day, dated May 19, 1898, at trial without a jury, Middlesex May 28

In re an Arbitration between the Guardians of Rochdale Union and the Guardians of Haslingden Union appl of Haslingden Union from judgt of Justices Ridley and Channell, dated May 20, 1898 (special case) June 1

The London & North-Western Ry Co (applts) v The Ogwen District Council (respts) Crown Side appl of respts from judgt of Justices Wills and Kennedy, dated May 16, 1898 June 2

Apthorpe, Surveyor of Taxes (applt) v The Peter Schoonhoven Brewing Co, ld (respts) Revenue Side appl of respts from judgt of Justices Wright and Channell, dated April 28, 1898 June 3

Manzel v Liegmann appl of pliff from judgt of Mr Justice Day, dated May 13, 1898, at trial without a jury, Middlesex June 3

Broggi v Robbins, Snelt, & Gore appl of defts from judgt of Mr Justice Day, dated May 20, 1898, at trial without a jury, Middlesex June 3

George v Goldsmiths & General Burglary Insurance Association ld appl of defts from judgt of Justices Wills & Kennedy, dated May 20, 1898 June 3

Barnes & anr v Glenton & ors appl of deft A J Lewis from judgt of the Lord Chief Justice, dated May 23, 1898, at trial without a jury June 6

Pneumatic Tyre Co ld v Puncture-Proof Pneumatic Tyre Co, ld appl of pliffs from judgt of Mr Justice Wills, dated May 23, 1898, at trial without a jury June 6

In the Matter of The Royal College of Surgeons of England & In the Matter of Customs and Inland Revenue Act, 1885 Revenue Side appl of petners from judgt of Justices Wright & Channell, dated April 29, 1898 June 10

Horsey Estate ld v Steiger & ors appl of J Steiger from judgt of Mr Justice Hawkins, dated May 11, 1898 June 15

Horsey Estate ld v Steiger & ors appl of Petritite ld from judgt of Mr Justice Hawkins, dated March 26, 1898, at trial without a jury, Middlesex June 16

Preece (liquidator, &c) v Ross & anr appl of deft Vautin from judgt of Mr Justice Bruce, dated June 15, 1898, at trial without a jury, Middlesex June 22

Eastern Telegraph Co ld v Dent & ors appl of A & E Dent from judgt of Mr Justice Kennedy, dated June 21, 1898 June 27

Church v Maxted & anr appl of pliff from judgt of Mr Justice Day, dated June 20, 1898, at trial without a jury, Middlesex June 28

Hedges v Preston appl of deft from judgt of Mr Justice Bigham, dated June 14, 1898, at trial without a jury, Middlesex June 28

Perfecta Seamless Steel Tube Co & anr v Baron & ors (exors &c) appl of defts from judgt of Justices Day & Lawrence, dated June 15, 1898 June 29

W G Allen & ors (applts) v The Vestry of the Parish of Fulham (respts) Crown Side appl of applts (except R B Lilles) from judgment of Justices Day & Ridley, dated June 30

Powell v Marshall, Parkes & Co appl of defts from judgt of Justice Wills, dated June 8, 1898, at trial with special jury, Middlesex July 1

The John Griffiths Cycle Corpn ld v Humber & Co ld appl of pliffs from judgt of Mr Justice Phillimore, dated June 21, 1898, at trial without a jury, Middlesex July 1

B H Hill (applts) v The Crediton Urban District Council (respts) Crown Side appl of respts from judgt of Justices Wills & Darling, dated April 1, 1898 July 4

The Hotel & General Advertising Co ld v Wickenden and anr appl of pliffs from judgt of Mr Justice Bigham, dated June 21, 1898, at trial without a jury, Middlesex July 4

FROM THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

For Hearing.

(With Nautical Assessors.)

1898.

Kingswood—1898—Folio 182 & 243 (damage) Owners of Coatham & ors v Owners of Kingswood and freight appl of defts from judgt of Mr Justice Gorell Barnes, dated July 8, 1898 September 16

(Without Nautical Assessors.)

Final Lists.

The Vartigom—1898—Folio 184 E P Babbie & ors v J Samuel & Son (Admiralty) appl of pliffs from judgt of Mr Justice Gorell Barnes, dated May 27, 1898 June 14

Fulham—1897—Folio 580 (Illegal detention) The Britain Steamship Co, ld & Owner of Steamship Fulham v Thomas Hudson appl of pliffs from judgt of Mr Justice Gorell Barnes, dated July 7, 1898 July 25

FROM THE QUEEN'S BENCH DIVISION.

(New Trial Paper.)

1898.

McKenna v Everden appla of W P O Everden for judgt or new trial on appl from verdict and judgt, dated March 14, 1898, at trial before Mr Justice Darling and common jury, Middlesex (security ordered) June 7

Smith & anr v Willoughby appla of deft for judgt or new trial on appl from verdict & judgt, dated July 6, 1898, at trial before Mr Justice Grantham and special jury, Middlesex (a.o. generally—to keep its place in List) July 12

Wolstenholme v Pimley appln of debt for judgt or new trial on appl from verdict and judgt, dated Aug 6, 1898, at trial before Mr Justice Bruce and common jury, Liverpool Oct 29

Troughton v Victor Jay & Co appln of debts for judgt or new trial on appl from verdict & judgt dated Oct 27, 1898, at trial before Mr Justice Lawrance and special jury, Middlesex November 8

Weldon v London, Brighton & South Coast Ry Co appln of plttf for judgt or new trial on appl from verdict & judgt, dated Nov 2, 1898, at trial before Mr Justice Bruce and special jury, Middlesex November 9

Everard v Higgs appln of debt for judgt or new trial on appl from verdict and judgt, dated Oct 26, 1898, at trial before Mr. Justice Wright and common jury, Middlesex November 10

Hay v Davies appln of plttf for judgt or new trial on appl from verdict and judgt, dated Nov 3, 1898, at trial before Mr Justice Lawrance and special jury, Middlesex Nov 17

Nosotti v Auerbach appln of debt for judgt or new trial on appl from verdict and judgt, dated Nov 16, 1898, at trial before Mr Justice Bruce and special jury, Middlesex November 21

Short and ors v Viola appln of plttfs for judgt or new trial on appl from verdict and judgt, dated Nov 15, 1898, at trial before Mr Justice Wills and special jury, Middlesex (security ordered) December 6

The County of London Improved Dwellings Co ld v Cook appln of debt for judgt or new trial on appl from verdict and judgt, dated Nov 30, 1898, at trial before Mr Justice Lawrance and special jury, Middlesex December 10

Leaoyd v Inman appln of plttf for judgt or new trial on appl from verdict and judgt, dated Dec 5, 1898, at trial before Mr Justice Darling and common jury, Leeds December 15

Partridge v Abbott Bros ld appln of debts for judgt or new trial on appl from verdict and judgt dated Dec 6, 1898, at trial before Mr Justice Day, and special jury, Middlesex December 15

Jackson v Turner appln of debt for judgt or new trial on appl from verdict and judgt, dated December 9, 1898, at trial before Mr Justice Lawrance and common jury, Middlesex December 20

Roberts v Bellhouse appln of plttf for judgt or new trial on appl from verdict and judgt, dated December 15, 1898, at trial before Mr Justice Day and common jury, Middlesex December 21

FROM THE QUEEN'S BENCH DIVISION.

(Interlocutory List.)

1898.

Reynolds & anr v McNicoll appl of debt from order of Mr Justice Grantham, dated March 12, 1898 (security ordered) March 22

Cason v Hine appl of debt from order of Mr Justice Ridley, dated Nov 4, 1898, and cross notice of plttf, dated Nov 18, 1898 November 21

Harper v Jackson appl of debt from order of Mr Justice Grantham, dated Nov 22, 1898 November 30

Ballard v Nassau Tea Co ld & anr appl of plttf from order of Mr Justice Grantham, dated Nov 25, 1898 November 30

Dubowski & Sons ld v Link appl of debt from order of Mr Justice Ridley, dated Nov 3, 1898 November 30

Worcestershire Brewing & Malting Co ld v Bridges appl of plttfs from order of Mr Justice Channell, dated Nov 17, 1898 December 1

Douglas Ross & anr v Hunter appl of plttfs from order of Mr Justice Grantham, dated Nov 23, 1898 December 2

Same v Same appl of plttfs from order of Mr. Justice Grantham, dated Nov 23, 1898 December 2

Same v same appl of Thomas Green & Wickham, three of the debts, from order of Mr Justice Grantham, dated Nov 23, 1898 December 2

Crane v Hearn & ors appl of debts from order of Mr Justice Grantham, dated Dec 1, 1898 December 6

In re an Arbt'n between Neufeld & Co and Lambert and Smiths appl of Neufeld & Co from order of Mr Justice Bruce, dated Nov 28, 1898 December 10

Wood & anr v Warwick appl of debt from order of Mr Justice Grantham, dated Dec 1, 1898 December 14

Lawson v Booth & ors appl of plttf from order of Mr Justice Grantham, dated Dec 2, 1898 December 16

Halliday v Richards appl of debt from order of Mr Justice Grantham, dated Dec 12, 1898 December 19

Scott v Hurst appl of debt from order of Mr Justice Grantham, dated Dec 15, 1898 December 21

The Trent Cycle Co ld v Beattie appl of debt from order of Mr Justice Grantham, dated Dec 20, 1898 December 22

Smith & anr v Smedley appl of debt from order of Mr Justice Grantham, dated Dec 20, 1898 December 24

FROM COUNTY COURT.

In re The Workmen's Compensation Act, 1897.

1898.

In the matter of an Arbitration between J Keast, applt v The Barrow Hematite Steel Co ld, respts Crown Side appl of respts from award of County Court, dated Nov 15, 1898 December 5

In the Matter of an Arbitration between T Mellor, applt, and J Tomkinson & Co, respts Crown Side appl of respts from award of County Court, dated Nov 25, 1898 December 8

In the Matter of an Arbitration between M McNicholas, applt, and R F Dawson & Son, respts Crown Side appl of applt from award of County Court, dated Nov 29, 1898 December 15

N.B.—The above list contains Chancery, Palatine, and Queen's Bench Final and Interlocutory Appeals set down to the 24th December, 1898, inclusive.

(To be continued.)

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

HILARY SITTINGS, 1899.

Notices relating to the Chancery Cause List.

Motions, Petitions, and Short Causes will be taken on the usual days stated in the Hilary Sittings Paper, with the following exceptions, viz.:

Mr. Justice North.—In consequence of Mr. Justice North sitting for the disposal of his lordship's own witness list, from Tuesday, January 31, until Saturday, February 11 (inclusive), his lordship's motions and unopposed petitions will be taken by Mr. Justice Romer—that is to say, motions on Thursday, February 2, and Thursday, February 9; unopposed petitions on Saturday, February 4, and Saturday, February 11. If witness actions can be taken on any days other than those above appointed, due notice will be given.

Mr. Justice Stirling.—In consequence of Mr. Justice Stirling sitting for the disposal of his lordship's own witness list, from Tuesday, January 17, until Saturday, January 28 (inclusive), his lordship's motions during that time will be taken by Mr. Justice Kekewich—that is to say, motions on Thursday, January 19, and Thursday, January 26. If witness actions can be taken on any days other than those above appointed, due notice will be given.

Mr. Justice Kekewich.—The order of business before Mr. Justice Kekewich will be as stated on the sittings paper. Actions for trial with witnesses will be taken on days announced in Daily Cause List.

Mr. Justice Romer.—In consequence of Mr. Justice Romer sitting for the disposal of his lordship's own witness list, from Tuesday, January 17, until Saturday, January 28 (inclusive), his lordship's motions and unopposed petitions during that time will be taken by Mr. Justice North—that is to say, motions on Thursday, January 19, and Thursday, January 26; unopposed petitions on Saturday, January 21, and Saturday, January 28. Actions with witnesses will also be taken as stated in the Hilary Sittings Paper. When the witness list is being taken, further considerations will not be taken on the Tuesday.

Mr. Justice Byrne will take witness actions every day in the order as they stand in his lordship's cause book.

Liverpool and Manchester Business.—Mr. Justice Byrne will take Liverpool and Manchester business as follows:

1. Motions, short causes, petitions, and adjourned summonses on every other Friday, commencing with Friday, January 20.

2. Summonses in chambers will be taken on every other Saturday, commencing with Saturday, January 21.

Summonses before the judge in chambers.—Justices North, Stirling, Kekewich, and Romer will sit in court the whole day on every Monday during the sittings to hear chamber summonses.

Summonses adjourned into court will be taken (subject to the witness list) as follows: Mr. Justice North on the days stated in the Hilary Sittings paper, and on Fridays and Saturdays; Mr. Justice Stirling, with non-witness actions; Mr. Justice Kekewich on Fridays as stated in the Hilary Sittings paper; Mr. Justice Romer, with non-witness actions, except procedure summonses, which (if any) are taken every Saturday, and also on other days as the judges may direct.

Special Notice with Reference to the Chancery Witness Lists.

During the Hilary Sittings the judges will with for the disposal of their own witness lists as follows:

Mr Justice North will take his witness list for the fortnight, beginning on Tuesday, January 31, and will sit continuously (Monday, February 6, excepted), until Saturday, February 11

Mr Justice Stirling will begin on Tuesday, January 17, and sit continuously (Monday, January 23, excepted), until Saturday, January 28

Mr Justice Kekewich will take actions with witnesses on days announced in Daily Cause List

Mr Justice Romer will take his witness list as stated in the sittings paper

N.B.—Due notice will be given when the witness lists can be taken on any days other than those above appointed

During the fortnight when a judge is engaged on his witness list, motions in causes or matters assigned to him (including ex parte motions, but not including motions relating to the postponement of the trial or hearing of any cause or matter in his lordship's list), and also unopposed petitions assigned to him, will be heard by one of his colleagues as follows:

Motions and unopposed petitions assigned to Mr Justice North will be heard by Mr Justice Romer

Motions assigned to Mr Justice Stirling will be heard by Mr Justice Kekewich

Motions assigned to Mr Justice Kekewich will be heard by Mr Justice Stirling

Motions and unopposed petitions assigned to Mr Justice Romer will be heard by Mr Justice North

Chancery Causes for Trial or Hearing.

(Set down to December 24, 1898, inclusive.)

Before Mr. Justice North.	Stedman v Carpenter act & m f j
Causes for Trial (with witnesses).	The Provident Clerks', &c Assoc v
Chillingworth v Chambers act	Wilson act & m f j
The Llangollen Urban District	Macarthur v Macarthur act &
Council v Best act	counter-claim
In re Graydon's Patents, No 18,007	Chapman v Barnett act
of 1893 & No 16,927 of 1894 ptn	Dunbar v Dunbar act
entered in Witness List	Walcott v Walcott act

The Salt Union, *Id v Davis*
 Chlorine Processes, *Id act*
 Gellygaer School Board *v* Llany-
 nider School Board *act*
 Saccharin Corp'n *Id v* Haines, Ward
 & Co *act* (stayed until delivery
 of particulars)
 Melin *v* Lesty *act*
 British Motor Co *Id v* Burgess
 Cycle Co *Id act*
 Arnold *v* Northamptonshire Union
 Bank *Id act*
 Coulthurst *v* Whitstable Oyster
 Fishery Co *act* (not before
 January 24)
 Sheridan *v* Scott's Standard Tyre
 Co *Id act*
 The Cardiff Railway Co *v* Mayor,
 &c, of Cardiff *act*
 Viditz *v* O'Hagan *act*
 In re Coramell, Budd *v* Cornmell
act
 The Rhondda Valley Breweries Co
Id v Morgan *act* (pleadings to
 be delivered)
 Griffiths *v* Williams *act*
 Hooley *v* Commercial Consols *Id*
act Commercial Consols *Id v*
 Hooley *act* (pltf bankrupt)
 In re Toleman, Burt *v* Martin *act*
 Lloyd *v* Cobeldick *act*
 Bouvet-Ladubay *v* Lebeque *act*
 Procter *v* Hurst *act*
 Stoke Parish Council *v* Price *act*
 (pleadings to be delivered)
 London & Globe Finance Corp'n *Id*
 &c, (in liquidation) *v* Brooks
act
 Shaker-Rihan *v* Mokaiesh *act*
 Collins *v* Watkins *act*
 Hardie *v* Laycock *act*
 Kennedy *v* Goad *act*
 Carlton *v* Neave *act*
 Eyres *v* Newcombe *act*
 Ford *v* Corporation of Bedford *act*
 Turney *v* Smith *act*
 Carr *v* Creed *act*
 Restell *v* Case & Co *act*
 Hill *v* Drucker *act*
 Brown *v* The Dunstable Corp'n *act*
 Royon *v* Nutt *act*
 Cook *v* Fairbank's Rim Manufac-
 turing Co *Id act*
 Law *v* The Gordon Hotels Co *Id*
act
 London United Laundries *Id v*
 White *act*
 Dunlop Pneumatic Tyre Co *Id v*
 Jewel Pneumatic Tyre Co *Id act*
 Rogers *v* The Nottingham Plating
 Co *act*
 Wallace *v* Evershed *act* & *m f j*
 Sladen *v* Evershed *act* & *m f j*
 Appleton, French & Scrafton *Id v*
 French *act*
 Attorney-Gen *v* Waring *act*
 Vary *v* Broadbent & Co *act*
 Withall *v* Burton *act* & counter-
 claim
 Hulburd *v* Bland *act*
 In re Hall & Gifford *Id* Gifford *v*
 Hall & Gifford *Id act*
 In re Application Nos 189,180,
 189,181, & 189,182 of Messrs T
 Kingsford & Sons, &c, and Opposi-
 tion thereto Nos 2,579, 2,580, &
 2,581 of The National Starch
 Manufacturing Co, &c motion
 entered in witness list by order

Adjourned Summonses.

In re Morton Douglas *v* Wall
 In re Clark Bullen *v* Clark
 In re Pinnell Maddox *v* Pinnell
 In re Benjamin Benjamin *v* Ben-
 jamin
 In re Wellesley Long *v* The Lon-
 don County Council
 Stewart *v* Stewart
 In re Gurney Creswell *v* Orde
 In re Stockhardt Vinrace *v* Quick
 adjd sumns

In re Pelly & Jacobs & V & P Act,
 1874
 In re Byerley Byerley *v* Storry
 In re Schofield Tyas *v* Darwin
 In re Roberts Strathallan *v* Millis
 In re Lord Brassey & Hadley & V
 & P Act, 1874
 In re Thompson Thompson *v*
 Thompson
 In re Friday Chandler *v* Friday
 In re Barrett Miller *v* Barrett
 In re Pritchard Pritchard *v* Hill
 Saccharine Corp'n *Id v* Reitmeyer
 & Co.
 In re Hankey Smith *v* Hankey
 Benskin's Watford Brewery Co *Id v*
 The Kingsbury (St Albans)
 Brewery *Id*
 In re Smith Grose-Smith *v* Bridger
 In re Matthews Matthews *v* Mat-
 thews
 In re W Andrews' Settled Estates
 & Settled Estates Act
 In re Parsons Parsons *v* Parsons
 In re Hodgson Darley *v* Hodgson
 In re Hockey & Downing & V & P
 Act, 1874

Causes for Trial (without witnesses).

Girling *v* Girling *act*
 Trustees of J M Corderoy *v* Mat-
 thews *act* & *m f j*
 Chowne *v* Cutler *act* & *m f j*
 In re The Mexican National Ry Co
 Williams *v* Matheson *act*
 The Bristol Tramways Carriage Co
Id v National Telephone Co *Id*
act without pleadings
 In re Orford Patten *v* Stone *act*
 without pleadings
 In re Ackroyd Ackroyd *v* Ackroyd
act (not before 14 days after
 evidence closed)
 F Joyce & Co *Id v* Kynoch *Id m f j*
 In re Khan Watson *v* Begum *act*

Further Considerations.

In re Hillier Hillier *v* Hillier
 fur con
 In re Betty Betty *v* Attorney-Gen
 fur con
 In re Wilden Taylor *v* Knight
 fur con
 In re Peele Peele *v* Attorney-Gen
 fur con
 In re Humfress Humfress *v* Weston
 fur con

Before Mr. Justice STIRLING.

Causes for Trial (with witnesses).
 The Silkstone & Haigh Moor Coal
 Co *Id v* Edey *act* pt hd
 Maude *v* Salt, Sons & Co *Id act*
 (pleadings to be delivered)
 Kane *v* T Guest & Co *act* first day
 of Sittings
 Bankes Price *v* Owen *act*
 Lloyd *v* Powell *act*
 Martin *v* Martin *act* (deft bankrupt)
 Doolette *v* Coolgardie Mint, &c Co,
Id act & counter-claim (re-
 transferred from Bigham, J)
 Russell *v* Young *act* (re-transferred
 from Bigham, J)
 In re Perry Davis *v* Volkman *act*
 Barker *v* Faulkner *act* pt hd
 (restored)
 Maryon *v* Motum *act*
 The Windermere Gas, & Co *v*
 Crosthwaite *act*
 In re W Owen's Patent, No 12,368,
 &c petn entered in Witness List
 (restored)
 Peters *v* The Owen Stone Co *Id act*
 Bovey *v* Day *act*
 Pulleyne *v* Aldous *act*
 White *v* Briley *act*
 Fowke *v* Haynes *act*
 Russell *v* Clare Estate Syndicate *Id*
act (Easter Sittings, 1899)
 Gisborne *v* Licensed Trade Pro-
 tectorate *Id act*

The Golden Cross *Id v* Sinclair *act*
 Salton *v* New Beaton Cycle Co *Id*
act
 The Saccharin Corp'n *Id v* Fahlberg
act
 Bebro *v* MacCullum *act*
 Hope *v* Walter *act*
 Allen *v* Porter *act*
 Faehs *v* Whetham *act*
 Saunders *v* Allen & Son *act*
 Horton *v* Horton *act*
 Fleming *v* Brady *act*
 Waterson *v* Lloyd's Cycle Fittings
Id act
 Nicholson *v* Nicholson *act* without
 pleadings
 Bartholomew *v* London, Tilbury, &
 Southend Ry Co *act*
 Barron *v* Willis *act*
 In re The Leeds & Batley Breweries
Id & Co's Acts motn entered in
 Witness List
 National Co for Distribution of
 Electricity, &c *v* Gibbs *act* &
 counter-claim
 Cohen *v* Public Works Constructors
Id act
 Absolute Life Assce Co *Id v* Challis
act and counter-claim
 Kay *v* Jenkinson & Co *act*
 Daniell *v* Spencer *act*
 Mason *v* Mason *act*
 Reavey & Co *v* The Excel British
 & Colonial Milk, &c Co *Id act*
 Gregory *v* Mayor, &c, of Coventry
act
 Bruce *v* Harris *act*
 McFarlane *v* Hulton & Co *act*
 Bayley *v* Lambert *act*
 Craven *v* Clough *act*
 Parry *v* Ough *act* & counter-claim
 The Bradford Third Equitable
 Benefit Bldg Soc *v* Finch *act*
 In re Gardner Grose *v* Richardson
act
 Bletsoe *v* Bletsoe *act*
 Dunlop Pneumatic Tyre Co, *Id v*
 Non-Collapsible Tyre Co, *Id act*
 In re Eaton Holmes *v* Dyke *act*
 Barber *v* Colley *act*
 Grainge *v* Salaman *act*
 British North Borneo, &c, Co, *Id v*
 Colmer *act* & *m f j*
 Warden *v* Streetby *act*
 Wilkinson *v* Wilkinson *act*
 Jones *v* Marks *act*
 Birmingham Vinegar Brewery Co
 (1897), *Id v* Cambridge, *Id act*
 Carr & Co *v* Bath Gas Light & Coke
 Co *act* (pleadings to be de-
 livered)
 Mayor, &c, of Weymouth (Urban
 District Council) *v* Andrews *act*
 Same (Town Council) *v* Same *act*
 Du Cros *v* Simey *act*
 Lea *v* Whitwham *act*
 Southend Hotel Co, *Id v* Scrutton
act
 Chaventre *v* Chaventre (1898—C—
 1043) *act*
 Same *v* Same (1898—C—1309) *act*
 Poppleton *v* Bowden *act*
 Jones *v* Francis *act*
 Lord Monson *v* Inglis *act* (plead-
 ings to be delivered)
 The London and County Land and
 Building Soc, *Id v* The Urban
 District Council of Finchley *act*
 and counter-claim

In re Bennett Bennett *v* Bennett
 adjd sumns entered in wit list
 Norman *v* Willetts *act*
 North Navigation Collieries (1889),
Id v Cory *act* (pleadings to be
 delivered)
 Bruce *v* Lowenfeld *act*
 Wooldridge, Hill, & Co *v* Strainage
act
 Coles *v* The Salters Co *act* (plead-
 ings to be delivered)
 Gale *v* Waters *act*
 Crane *v* Waddington *act*

Causes for Trial (without witnesses)
 and Adjourned Summonses.
 In re Morgan Morgan *v* Morgan
 adjd sumns (restored)
 In re Firth Eagland *v* Cramer
 adjd sumns
 In re Firth Sykes *v* Eagland *adj*
sumns
 In re Outhbert Outhbert *v* Outh-
 bert two adjd sumns, restored (to
 be mentioned Jan 12)
 In re Adams & Perry's Contract &
 V & P Act, 1874 *adjd sumns*
 In re Pryor Veasey *v* Bagehaw
 adjd sumns
 In re Milner In re Bray Milner
v Bray *adjd sumns*
 In re Egan Mills *v* Penton *adjd*
sumns
 Hume *v* Record Reign Jubilee
 Syndicate *adjd sumns*
 In re Hardman Woodcock *v*
 Hardman *adjd sumns*
 In re Graham Peel *v* Graham
adjd sumns
 British Motor Syndicate *Id v*
 Thompson *adjd sumns*
 In re Greenfield Davy *v* Greenfield
 two adjd sumns, dated July 28 &
 August 2, 1898
 In re Lynch *v* Bloose, Richards
 Lynch *v* Bloose, *adjd sumns*
 Westwood *v* Martin *adjd sumns*
 In re Spendlove Wainwright *v*
 Neal *adjd sumns*
 In re Flaxington, infants, and
 Guardianship of Infants Act, &c
adjd sumns
 In re Knowles & The Goldsmiths
 Co *v* V & P Act, 1874 *adjd*
sumns
 In re Rickman Stokes *v* Rickman
adjd sumns
 In re Crush Steele *v* Dudley *adjd*
sumns
 Doyle *v* Howard motn entered in
 Non-Witness List
 Viscount Falmouth *v* Bullock *m f j*
 (short)
 In re Emmett Pressay *v* Long
adjd sumns
 Boosey & Co *v* G Wright & Co *act*
 (set down by order)

Further Considerations.

In re Burridge Barker *v* Scotcher
 fur con pt hd (January 12)
 Clarke *v* Attree fur con (to be
 mentioned)

Before Mr. Justice KEEBLE.

Causes for Trial (with witnesses).
 Wilson *v* Lubbock *act* Lubbock
v Wilson *act* & *m f j* (advanced
 by order)
 Flessig *v* Harmony Proprietary Co
Id act
 Lyell *v* Broderick *act*
 Prideaux *v* Prideaux *act*
 Attorney-Gen *v* Brighton & Hove
 Co-operative Supply Assoc, *Id*
act
 Hubbock & Sons *Id v* Brown, Sons
 & Co *act*
 Hovenden *v* Wallis *act m f j*
 Bowden *v* Homocoea Co *Id act*
 (Jan 12)
 Collett *v* Hepburn *act* (not before
 Feb 1)
 O'Connor *v* O'Connor *act*
 Daly *v* Edwards *act* (pleadings to
 be delivered)
 F Warr & Co *Id v* Edwards *act*
 (pleadings to be delivered)

Transferred by Order, dated Nov
 28, 1898.

Tweedale *v* Ashworth *act* (Jan 17)
 Greenwood *v* The Leather Shed
 Wheel Co *Id act* (not before
 Jan 31)
 Oxenden *v* Phipson *act*

McDiarmid v Barrett act
In re Denys Askew v Montague act
In re the Co's Acts, 1862 to 1890, and In re the Victoria Reef Gold Mines ld motn ordered to go into Witness List
British Motor Syndicate ld v Andrew & Cold act
Gordon v Wright act and counter-claim
Roberts v Gwyrfa District Council act
Fisher v Powell act
Bear v Payne act
Turner v Ball act and two 3rd party notices, by order, Jan 10, 1898
Burnell v Rubidge act
Borrill v Borrill act
Borrill v Borrill act
Wood v Verdon act
Jenkins v Leyshon act
Wilson v Kay act (Sheffield D R)
Reg v La Compagnie de Mayville ld act
In re Taylor, Davison v North act & m f j
Willett v Taverner act and counter-claim
Charlesworth v Surrey Fuller's Earth Co ld act
Vassali v Cawthorn act
The Detachable Pneumatic Tyre Syndicate ld v Dunlop Pneumatic Tyre Co ld act & counter-claim
Homer v Palmer act
Newstein v Johnson act
Farrer v Walshe act
Vestry of St Mary, Islington v Hornsey Urban District Council act
Moffatt v Little act
Oppert v Cochrane act without pleadings
Payton & Co ld v Titus Ward & Co act (Jan 24)
E Underwood & Son ld v Barker act without pleadings
Hughes v McLean act
Matheson v Dunn act
Brandon's Putney Brewery ld v Coarman act (to come on with No 50)
James v The Globe Cashier (British & Foreign) ld act
Charman v Brandon act (No 48 to come on with this)
Corner v Tautz & Son adjd sums entered in Witness List
Wemyss v Wemyss act
Ellis v Moore & Robson's Breweries ld act
Parry v Enoch act

Actions for Trial (without witnesses).

Clarke v Rowe m f j (short) second Short Cause day
In re Cowcher In re Freeman De Meric v Shelton act & 3rd party notice
In re Saxby's White Lead Syndicate ld Saxby v Saxby's White Lead Syndicate ld m f j (short)

Adjourned Summonses.

In re Dredge Hillyer v Morris adjd sums
In re Davies Jenkins v Jenkins adjd sums (not before Jan 13)
In re Turney Turney v Turney adjd sums
In re J Pearman, one, &c (expte L Terry) adjd sums (taxation)
In re Same adjd sums (restored Dec 5 1898)
In re Second East Dulwich Starr Bwkeitt Building Soc Miall v Pearce adjd sums
In re Sparks & Cohen & V & P Act, 1874 adjd sums

In re Brewster Purday v Banister adjd sums
In re Bedworth Long v Bedworth adjd sums
In re Dering Dering v Dering adjd sums
In re Boyd Boyd v Boyd adjd sums
In re Butler Nicklin v Nicklin adjd sums
In re Gurney Randall v Gurney adjd sums
In re Few Brown v Beasley adjd sums
In re Smith Gerrard v Smith adjd sums
In re Mason Ogden v Mason adjd sums
In re Varley Robinson v Varley adjd sums
Mayor, &c, of London v City of London Electric Lighting Co ld adjd sums
Galland v Lidiard (expte pliff for directions on taxation) adjd sums
Same v Same (expte deft Jackson—account A)

Before Mr. Justice ROMER.

Causes for Trial (with witnesses).

The Incandescent Gas Light Co ld v New Incandescent (Sunlight Patent) Gas Lighting Co ld act pending sums
Brady v Hannan's Gold Estates ld act
Duke v Bayly act
Hayward v Tolhurst act (re-transferred from Bigham, J)
Dewrance & Co v Fletcher Bros act (re-transferred from Bigham, J)
Hunt v Polkinghorn act
Hoffnung & Co v Salsbury act
Oyler v Brians act (Easter sittings)
Edwards v Bowden act (pliff bankrupt)
Watson v Crosse & Blackwell act
Arnold v Chamberlain act
Barron v Pulling act without pleadings
Royal Baking Powder Co v Wright, Crosseley, & Co act
Woodhams v Hine act
Jewell v Lazarus act
Debtenture Corp'n, ld v O de Murrieta & Co, ld adjd sums entered in wit list
Jones v Barnett act & m f j
Dillwyn v Woodforde act
The Reliance, &c, Insee Co, ld v National Reliance, &c, Co, ld act
In re Lyon Gunster v Reeves act
Lloyds Bank, ld v Princess Royal Colliery, ld act (not to come into paper without leave of judge)
Vernon v Reynolds adjd sums entered in witness list
Sixth West Kent Building Soc v Hills act (not until 7 days after inspection)
Morse v Lamb Brewery ld act
Dorman & Co v Smart act (pleadings to be delivered)
Girdlestone v Todd act
Todd v Girdlestone act
Morpeth v Wonders act
Marham v Weaver act
Compton-Smith v Lancashire & Yorkshire Bank ld act
The Coedase Coal Co ld v Jones act
Morgan v Hodgens act (particulars to be delivered 14 days before trial of action)
Costa Rica Ry Co ld v Forwood act (deft dead)
Wood v Richardson act
The Transvaal Exploring Co ld v

The Albion (Transvaal) Gold Mines ld act
Harrison v Raymond act
Marindin v Hans Crescent Hotel Co ld act (not before Feb 1)
Hancock v Halley act (pleadings to be delivered)
Hawkins v St Anstell Rural District Council act
Lifetree & Co v Angel & Son (Brinckmann & Co 3rd parties) act
Bateman v Cooper act
In re Peacock Whistler v Pick act
Brown v Bartlett act & counter-claim
Rawlings, ld v G Scott & Co act without pleadings
Whitbread v Hooper act & counter-claim
Henderson v Paris act
In re The Roxburghe Press, ld Bowman v Roxburghe Press, ld act (pleadings to be delivered)
Manchester Cycle, &c, Co, ld v Fisher act & counter-claim
Attorney-Gen v Merthyr Tydfil Guardians act
Fabriques de Produits de Thaun, &c v The Anglo-Colonial Chemical Co, ld act
White v Duckworth & Co act (pleadings to be delivered)
Frampton v Snelus act
Law v Romans act
Beake v Richards act (pleadings to be delivered)
In re Menzies ld (expte H S Foster & Co's Act) motn entered in Witness List
The Granville Colliery Co ld v Coalminers' Co-operative, &c ld act (pleadings to be delivered)
Edwards v Weigall motn entered in Witness List
Alexander v Automatic Telephone Co ld act (pleadings to be delivered if deemed desirable)
City Bank, ld v Pilley act
Mostyn v Atherton act
Spencer v Preston act
Irving v Irving act
Guernsey Waterworks Co, ld v Harlow act
Lord Tredegar v Jennings act
Nugent v Wood act (pleadings to be delivered)
Watkin v Watkin act
Met Real & General Property Trust, ld v George act
Ross v Williams act
Knowles v Bevan, Morton, & Co act
Cooper v Met Electric Supply Co, ld act
Popple v Clark act (pleadings to be delivered)
Greene, King, & Sons, ld v Golding act
Talbot v J Smith's Tadcaster Brewery Co, ld act
Oxford & Cambridge Universities v Gill & Sons act
Refuge Assce Co, ld v Hall act
Reed v Newman act
Rosoman v Vestry of St Mary, Islington act without pleadings
Mc Kenzie v Mc Kenzie act (forma pauperis)
Wyer v The Ibo Investment Trust ld act without pleadings
Vidal v Vidal act
Westwood v Ritchie act
Dixon v Winch act
Dick v Ellam's Duplicator Co act
Dubbin v Neeser act
In re Chatwood's Patent, No 4,100, &c petn entered in Witness List
Bromley v Ashley act
Bromley v Sharman act
Seymour v Hancock act

Durrant v Jackson act (without pleadings)
Attorney-Gen v Great Central Ry Co act
Arnold & Sons ld v Garland act
Champion v Gardiner act
Matheson v R M Moir & Co act
Purrott v Palmer act

Causes for Trial.

(Without Witnesses and Adjourned Summonses).

In re Milward & Co, Solra, &c (taxation) adjd sums and motn
The Sixth West Kent Mutual Building Soc v Blackmur special case (not until further order)
In re Lord Clifden Annaly v Clifden adjd sums
In re Levy Levy v Levy adjd sums
Bailey v Barrington, &c Syndicate ld motn & adjd sums
In re D McCulloch & Trustee Act adjd sums
In re P Smith Smith v Waine adjd sums
In re The London & Northern Bank ld & Co's Acts motn entered in Non-Witness List
In re Henry Burdon v Henry adjd sums
In re Duncan Terry v Sweeting adjd sums
In re Fowler & The Camden Brewery Co and V & P Act, 1874 adjd sums
Mutton v Peat motn for judg
In re Forbes Errington v Scampell adjd sums
Russell v Monarch Investment Building Soc motn to discharge order
In re Spencer Bennett v Lund two adjd sums
Solomon v Pool motn for judgt (short)
In re Jack Jack v Jack adjd sums
Horton v Bosson two motns to discharge order and vary minutes
In re Somerset & Stretton's Contracts & V & P Act, 1874 adjd sums
The Royal Baking Powder Co v Wright adjd sums
In re Bill Goodricke v Bill adjd sums
In re Carter Fowler v Bee adjd sums
Collins v Collins motn of pliff & cross-notice of deft
Goodman v Brook adjd sums
In re Heale Gurney v Garriety adjd sums

Further Considerations.

In re Silvani Silvani v Butler 2nd fur con (restored)
In re Popplewell Popplewell v Popplewell fur con
Goffin v Hughes fur con
In re Winfields ld Scott v Winfields fur con
In re London Restaurants ld Lunniss v London Restaurants ld fur con

Before Mr. Justice WARREN.

(Sitting as an additional Judge of the Chancery Division.)

Motions.

Companies (Winding-up).

W Brock & Son, ld (transfer proceedings) s o generally
London & General Bank, ld (to compel attendance of witness) s o generally
London & West of England Contract Co, ld (leave to issue writ of attachment) s o generally

Colonial Debenture Corp'n, ld (vary order refusing public examn)
Ormonde Gymnastic Club, ld (for leave to issue writ of attachment) s o generally
Southern Counties Deposit Bank, ld (to appoint liquidator)
International Commercial Co, ld (for committal) s o generally
London & General Bank, ld (commit)
Veau Monnier et ses Fils, ld (to enforce delivery of accounts)
Camp Floyd Milling & Mining Co, ld (for payment into Co's liquidation account)
Coolgardie Consolidated Gold Mines, ld (for relief under Companies Act, 1898) pt ld
Tom Tit Cycle Co, ld (for relief under Companies Act, 1898) pt ld

Chancery Division.
Black v Williams & Victoria Steamboat Assoc, ld (delivery up of possession) s o generally

Companies (Winding-up). Petitions.

(N.B.—The Petitions Nos. 1 to 25, inclusive, are all standing over with liberty to restore)
Joseph Bull, Sons, & Co, ld (petn of M T Shaw & Co)
Glamorgan Central Permanent Benefit Building Soc (petn of the Co)
Industrial Securities Investment Co, ld (petn of E A Pamblin)
Bidacra Ry & Mines, ld (petn of F Thorn)
Woolley Coal Co, 11 (petn of Yorkshire Banking Co, ld)
Dawe & Co ld (petn of A Witchurch)
Eastern Counties Bacon Factory ld (petn of L Jor and Kinderley)
Oti Steel Co ld (petn of L Bolton)
G & S Bracknell ld (petn of The Continental Bottle Co)
South Kent Water Co (petn of J. Oakes & Co)
Pontypridd Improvements Co ld (petn of P J Dunn & ore)
Gold Reefs of Western Australia ld (petn of G E D Durnford)
Liberty Consolidated Gold Mines ld (petn of C Frey)
North Borneo Prospecting & Cultivation Syndicate ld (petn of W P R Newlands)
Globe Blocks Mining Co ld (scheme of arrangement) (petn of C J Fauvel and The South African and Australian Exploration and Development Syndicate, ld)
London & Paris Finance & Exploration Co, ld (petn of Reservoir Hub & Components Co, ld)
Wheel Club, ld (petn of H J Grimwade) s o generally
South Australian Petroleum Fields, ld (petn of J Senior) s o generally
Coolgardie Mint & Iron King Gold Mines, ld (petn of A Watters) s o generally
Transvaal Exploring Co, ld (petn of T. Baines) s o generally
Ferro-Sodium Co, ld (petn of E. M. Protheroe & ore)
Barberton Reefs, ld (petn of L. P. Bowler)
Telfer Vale Mining Co, ld (petn of M. H. Davis & Sons)
London & County Newspaper Syndicate, ld (petn of L. Spackman & Son)
Industrial Inventions Development Co, ld (petn of A J Hill & anr)
Acolas ld (petn of Nile's Tool Works Co ld)
B F Hall, ld (petn of Dowson Economic Gas & Power Co, ld)

International Securities Trust Corp'n ld (petn of Sutherland & Co)
Same Co (petn of G A Kino)
Goode, Marr, Matthews, & Co, ld (petn of J G Slide)
Binko, Riddale & Co ld (petn of Barclay & Co)
Pennington Motor Foreign Patents Syndicate ld (petn of Humber & Co (Extension) ld)

Before Mr. Justice BYRNE.

Causes for Trial (with Witnesses).
In re Ehrhardt's Patent, No 3,116 of 1891 petn entered in Witness List by order dated July 10, 1897
Warren v Invicta Patent Brick Manufacturing Co, ld act
Masclias v Anglo-American Construction Co ld act (security for costs ordered)
Huntly-Gordon v Hall act pt ld
Fabriques de Produits Chimiques de Thann and de Mulhouse v Lafitte & Co act (first days of sitting)

Transferred by Order, dated July 18, 1898.

In re Wortham Wortham v Wortham act
Hart v Matt x act
Akeroyd v Morley act & counterclaim
Fleming v Loe act & counterclaim
Richards v Kerbey act
Mathews v Wilmer act (pleadings to be delivered)
Wright v Davies act
The Carter Clear Case Patents Co v Elwick Cycles Co, ld act
Chinnock v Rural District Council of Hartley Wintney act set down by order, dated March 4, 1898
Piggess v The Same same
Phillips v The Same same not before Jan. 16
Chandebois v Barry act
Royal Sovereign Gold Mining Co, ld v King act against dft T H Davis
Smith v The Devon and Exeter Turkish Bath Co, ld act
Abbs v Matheeson & Co act for trial against dft: Matheeson & Co
Pille v Shaw act without pleadings set down by order, dated Jan 14, 1898
Earls Court Hotels, ld v Evans act
Tachytube Manufacturing Co, Incorporated v The Monotype Machine (British Patents) Syndicate, ld act (security ordered)
In re Crompton & Shawcross ld & Co's act (Expte E G Ratcliffe) motn to rectify set down in Witness List by order dated March 18, 1898
In re The Truffant Cycle & Tube Manufacturing Co, ld & Co's Acts motn entered in Witness List, dated March 18, 1898
Barnett v Meekin act
Lazenby v Clinton act & m f j
Martin v Macarthy act
Shaw v Goldbro' act
Smith v Rothman act without pleadings
In re Trade Marks, Nos 189,368, 193,011 and 193,012, class 45, of F & J Smith & Patents, &c, Acts motn entered in Witness List to come on with act by order dated March 18, 1898
Wickham v Ogilvy act
Hart v Brie act
Apostoloff v The Apostoloff Automatic Telephone, &c ld act
In re The Gutta Percha Corp'n ld & Co's Act, 1862 motn entered in Witness List by order dated March 4, 1898

Payton & Co ld v Snelling, Lam-pard, & Co ld act
Philpot v Rudham act (under settlement)
East Surrey Water Co v Taylor act
Sutton District Water Co v Taylor act (transferred from Kekewich, J)
Parr v The General Investors' Syndicate ld act for trial
Santley v Wilde act
Weston v Sewell act for trial
Vincett v Harrison act
Wells v Schofield act (s o until after sums disposed of)
Automatic Air Tight Co ld v The Hermetically Sealed Jar Syndicate ld act

In re The Sheba Queen Gold & Exploration ld & Co's Acts motn entered in witness list by order dated April 2, 1898
Miller & Aldworth v Sharp act
Chadburn v Bladon act
Gillson v Seiter act without pleadings set down by order dated April 1, 1898
Hart v Murray act
Smith v Jones & Son ld act
Sellers v Dalley act
King v St Martin's Syndicate ld act
Beardmore v Interchangeable Automatic Machine Syndicate ld act without pleadings & m f j
(To be continued.)

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR HILARY SITTINGS, 1899.

A to F—Mondays, Wednesdays, and Fridays, Master Kaye; Tuesdays, Thursdays, and Saturdays, Master Johnson.
G to N—Mondays, Wednesdays, and Fridays, Master Butler; Tuesdays, Thursdays, and Saturdays, Master Walton.
O to Z—Mondays, Wednesdays, and Fridays, Master Wilberforce; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

A to F—All applications by summons or otherwise in actions assigned to Master Pollock are to be made returnable before him in his own room, No. 173, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.
G to N—All applications by summons or otherwise in actions assigned to Master Macdonell are to be made returnable before him in his own room, No. 183, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.
O to Z—All applications by summons or otherwise in actions assigned to Master Archibald are to be made returnable before him in his own room, No. 109, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.
The parties are to meet in the Ante-room of Masters' Chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.
BY ORDER OF THE MASTERS.

THE PROPERTY MART.

RESULT OF SALE.

Messrs. H. E. FOSTER & CRANFIELD made a good commencement for the year at their Fortnightly Sale of the above interests at the Mart on Thursday last. All the Lots offered, except one, were sold for a total of £14,040.

REVERSIONS:

Absolute to One-twelfth of £21,741; life 75	...	...	Sold	1,239
Absolute to £1,701 and One-fourth of £2,313; life 70	...	...	"	1,480
Absolute to Two-sevenths of £10,302; life 58	...	...	"	1,190
Absolute to One-fourth of £37,180; life 72	...	...	"	3,770
Absolute to One-eighth of No. 1, Austinfrans; life 57	...	...	"	500

LIFE POLICIES:

For £100; life 56	...	...	...	330
For £200; life 56	...	...	...	330
For £5,000; life 60	...	...	...	3,520
For £3,100; life 45	...	...	...	910
For £1,500; life 62	...	...	...	530

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 30.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

A KING & CO, LIMITED (IN LIQUIDATION).—Creditors are required to send in the particulars of their claims to Edgar Harold English and William Edward Dixon Bagshawe, of Bridge at, Peterborough, on or before Jan 28. Deacon & Son, Peterborough, solrs for liquidators
CLAREMONT CYCLE MANUFACTURING CO, LIMITED.—By an order made by Mr Justice Wright, dated Dec 14, it was ordered that the voluntary winding up of the company be continued. Blackford & Co, Walbrook, solrs for the petnrs
CYLINDER CASE CO, LIMITED.—Creditors are required on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to David Lockhart Chalmers, & Feneick st. Liverpool. North & Co, Liverpool, solrs to the liquidator
GOLD FIELDS OF MEXICO, LIMITED.—Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts, to Mr Ernest William Bacon, 48, Queen Victoria st. Worthington & Co, 33, Eastcheap, solrs to the liquidator
HAMMOND'S MATABLE GOLD MINES DEVELOPMENT, LIMITED.—Petn for winding up, presented Dec 14, directed to be heard on Wednesday, Jan 11. Hours, 11, New Broad st, petnrs solrs. Notice must reach the above named not later than 6 o'clock in the afternoon of Jan 10
HOKNER & CO, LIMITED.—By an order made by Wright, J, dated Nov 16, it was ordered that the voluntary winding up of the company be continued. Coleman, Dasma House, London Wall av, solrs for the petnrs

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

DROYLSEN RUBBER WORKS, LIMITED.—Petn for winding up, presented Dec 14, directed to be heard at the Assize Courts, Strangeways, Manchester, on Wednesday, Jan 11, at 10.30. Sale & Co, 29, Booth st, Manchester, agents for rampson & Co, 33, Dale st, Liverpool, solrs for petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Jan 10

FRIENDLY SOCIETIES DISSOLVED.

BICKERSHAW SICK AND BURIAL SOCIETY, Bickershaw, Leicester Dec 5
 DRYPORT COAL ASSOCIATION, LIMITED, Devonport, Devon Dec 5
 INDEPENDENT SONS OF BRITONS FRIENDLY SOCIETY, Tingley, York Dec 21
 ROYAL OAK FRIENDLY SOCIETY OF TRADESMEN AND OTHERS, Caeiwa, Montgomery Dec 21

London Gazette.—TUESDAY, JAN. 3,
 JOINT STOCK COMPANIES.

LIMITED IN CHARGE.

ATLAS ROLLING & WIRE CO. LIMITED.—Creditors are required, on or before Feb 18, to send their names and addresses, and the particulars of their debts or claims, to William Wing, North Church st, Sheffield Broomhead & Co, Sheffield, solers to liquidator.

BLITH STREAM SHIPPING CO. (IN LIQUIDATION).—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to William Petersen, 17, Sandhill, Newcastle on Tyne McKennie & Hedley, Sunderland, solers.

GOODINGS, JARDINE & CO. LIMITED.—By an order made by Mr. Justice Wright, dated Dec 20, it was ordered that the voluntary winding up of the company be continued. Slaughter & May, 18, Austin Friars, petners, solers.

LIVERPOOL VICTORIA CLUB BUILDINGS CO. LIMITED.—Creditors are required, on or before Feb 3, to send their names and addresses, and the particulars of their debts or claims, to Mr. Alfred Harrison Thomas, 150, Moscow drive, Liverpool, Bremner & Co, 1, Liverpool, solers for liquidator.

LIVERPOOL VICTORIA SOCIAL AND LAWN TENNIS CLUB, LIMITED.—Creditors are required, on or before Feb 3, to send their names and addresses, and the particulars of their debts or claims, to Mr. Alfred Harrison Thomas, 150, Moscow drive, Liverpool Bremner & Co, 1, Liverpool, solers for liquidator.

MANNESMANN TUBE CO. LIMITED AND REDUCED.—Peta for winding-up, directed to be heard on Dec 14, was adjourned by the court, and will be heard on Wednesday, Jan 11. Campion & Co, 90 & 91, Queen st, solers for the petars. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 10.

NATIONAL CYCLE & MOTOR CAR INSURANCE CO. LIMITED.—An order made by Mr. Justice Wright, dated Dec 14, it was ordered that the voluntary winding-up of the company be continued. Sharpe & Co, 12, New ct, Carey st, solers for the petars.

NORTHERN CROSCOTT & SUTHERLAND CO. LIMITED.—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to

Mr. Simon Jude, 14, North John st, Liverpool. H C & A S Reynolds, Liverpool, solers for the liquidators.

NORTHERN INVESTMENT & DISCOUNT CO. LIMITED.—Creditors are required, on or before Feb 14, to send their names and addresses, and the particulars of their debts or claims, to Philip Waring, 16, School lane, Liverpool. Nield, Liverpool, solers for the liquidator.

REGGIO STEAMSHIP CO. LIMITED; REMEDIO STEAMSHIP CO. LIMITED; ROCIO STEAMSHIP CO. LIMITED; ROCIO STEAMSHIP CO. LIMITED; ROSARIO STEAMSHIP CO. LIMITED; RUBIO STEAMSHIP CO. LIMITED; and SIBIRIA STEAMSHIP CO. LIMITED.—Creditors of the above are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to Charles Edward Parsons, Newport, Mon.

WELSH GOLD PROSPECTING AND DEVELOPMENT SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to Finlay Alexander Macrae, Suffolk House, Laurence Pountney hill. Windybank & Co, Walbrook, solers.

WESTMINSTER CYCLE WORKS, LIMITED.—Peta for winding-up, presented Dec 30, directed to be heard Jan 11. Flegg & Son, 3, Laurence Pountney hill, solers for the petars. Notice of appearance must reach the above-named not later than 6 o'clock in the afternoon of Jan 10.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, even for a short term, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from the Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation, London."—[ADVT.]

FOR THROAT IRRITATION AND COUGH.—"Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7d. and 1s. 1d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, DEC. 30.

RECEIVING ORDERS.

BETTERIDGE, FRANCIS WILLIAM, Sketty, Swansea, Clerk Swansea Pet Dec 22 Ord Dec 22

BURST, JAMES JOSEPH, Cardiff Cardiff Pet Dec 22 Ord Dec 22

CROSSLY, WILLIAM EDWIN, Birmingham, Commission Agent Birmingham Pet Dec 23 Ord Dec 23

DENNIS, D. Old Broad st, Journalist High Court Pet Dec 13 Ord Dec 13

FONTAINE, CHARLES, Hornsey rise, Agent High Court Pet Dec 5 Ord Dec 23

FORD, GEORGE JOSEPH, Walworth, Printer's Lead Caster High Court Pet Dec 23 Ord Dec 23

GRIFFIN, FRANK, Guildhall chambers, Auctioneer High Court Pet Dec 23 Ord Dec 23

JACKSON, G. F. Salford, Land, Baker Salford Pet Dec 7 Ord Dec 22

JONES, VALENTINE, Poland st, Oxford st, Jeweller High Court Pet Dec 6 Ord Dec 23

LILLEY, WILLIAM, Sheffield, Wood Turner, Sheffield Pet Dec 23 Ord Dec 23

LUTWICH, W. Lower Clapton, Enameller High Court Pet Dec 18 Ord Dec 23

NEWTON, FREDERICK CHARLES, Highbury Park, Wine Merchant High Court Pet Dec 1 Ord Dec 23

PETCH, JOHN ROBERT, Harrogate, York, Hay Dealer York Pet Dec 23 Ord Dec 23

PREST, JOHN, Blackburn, Licensed Victualler Blackburn Pet Dec 9 Ord Dec 23

ROOKE, MARIA, Islington, Boot Dealer High Court Pet Dec 23 Ord Dec 23

ROWLANDS, THOMAS, Letterstone, Pembroke, Grocer Pembroke Dock Pet Dec 24 Ord Dec 24

SALTER, WALTER FERRISPORT, Watling st, Mantle Manufacturer High Court Pet Dec 22 Ord Dec 23

TAYLOR, GEORGE, Mapplewell, nr Barnsley, Yorks, Stonemason Barnsley Pet Dec 22 Ord Dec 23

THOMAS, WILLIAM JAMES GRIFFITH, Cardiff, Bank Clerk Pontypridd Pet Nov 25 Ord Dec 22

TUTT, SOPHIA, Worthing, Mineral Water Manufacturer Brighton Pet Nov 18 Ord Dec 8

VAUGHAN, WALTER, Birmingham, Bat maker Birmingham Pet Dec 23 Ord Dec 23

WALMSLEY, FRANCIS HENRY, Folkestone, Doctor Canterbury Pet Dec 9 Ord Dec 22

WARRING, FRANCIS, Headless Cross, Redditch, Needle Stamper Birmingham Pet Dec 22 Ord Dec 23

WATTS, SAMUEL, Frome, Cycle Maker Frome Pet Dec 23 Ord Dec 23

Amended notice substituted for that published in the London Gazette of Dec 25:

FIRST MEETINGS.

BADIAN, JULIUS, Manchester, Cigar Manufacturer Jan 6 at 3 Off Rec, Bryon st, Manchester

BATTY, JONATHAN WILLIAM, Lancaster, Licensed Victualler Jan 13 at 2.30 Off Rec, 14 Chapel st, Preston

BELL, RICHARD THOMAS, Theydon Bois, Essex Jan 9 at 3 Off Rec, 30, Temple chambers, Temple av

DAVIES, ALFRED, Llanferris Mill, nr Mold, Flint, Miller Jan 9 at 3.30 Priority, Wrexham

DAVIES, MARGARET, Wrexham, Confectioner Jan 9 at 3 Priority, Wrexham

FONTAINE, CHARLES, Hornsey rise, Agent Jan 10 at 11 Bankruptcy bldg, Carey st

FORD, GEORGE JOSEPH, Walworth, Printer's Lead Caster Jan 6 at 11 Bankruptcy bldg, Carey st

JONES, EDWARD, Llangeinwen, Anglesey, Miller Jan 11 at 2 Ship Hotel, Bangor

JONES, MORGAN HENRY, The Bulwark, Brecon, Grocer Jan 6 at 3 150, High st, Merthyr Tydfil

KENNEL & PARKER, Leicester, Boot Manufacturers Jan 6 at 12.30 Off Rec, 1, Berridge st, Leicester

LENTARD, WILLIAM, Cowling, Yorks, Joiner Jan 6 at 11 Off Rec, 31, Manor row, Bradford

MEIKLE, ROBERT, Stratham, Commercial Traveller Jan 6 at 11.30 24, Railway app, London Bridge

MORGAN, THOMAS HENRY, Swansea, Slaughterman Jan 6 at 12.30 Off Rec, 31, Alexandra rd, Swansea

NICHOL, EBENEZER, Birmingham Jan 6 at 11 174, Corporation st, Birmingham

RAIKES, GEORGE ALFRED, Copthall chambers Jan 10 at 2.30 Bankruptcy bldg, Carey st

SALTER, WALTER FERRISPORT, Watling st, Mantle Manufacturer Jan 6 at 11 Bankruptcy bldg, Carey st

TAYLOR, WILLIAM, Buckhurst Hill, Essex, Wheelwright Jan 6 at 8 Off Rec, 35, Temple chambers, Temple av

TURNER, LEWIS JAMES, Hornsey Jan 11 at 2.30 Bankruptcy bldg, Carey st

TUTT, SOPHIA, Worthing, Mineral Water Manufacturer Jan 6 at 3 Off Rec, 4, Pavilion bldg, Brighton

WELSBY, JOSEPH, Warrington, Brickmaker, Warrington Jan 6 at 10.50 Court house, Palmyna sq, Warrington

WHITE, EVERARD, Earl's st, Architect Jan 11 at 12 Bankruptcy bldg, Carey st

WHITE, THOMAS, Wauwern, Swansea, Mason Jan 6 at 12 Off Rec, 31, Alexandra rd, Swansea

WINGFIELD & PETERS, Portlaid, Sussex, Builders Jan 6 at 2.30 Off Rec, 4, Pavilion bldg, Brighton

Amended notice substituted for that published in the London Gazette of Dec 23:

POWELL, THOMAS, Talgarth, Brecknock, Farmer Hereford Jan 4 at 3 2, Offa st, Hereford

RECEIVING ORDER RESCINDED.

GUISE, RIVETT FRANCIS, Orleans, India, District Superintendent of Police High Court Rec ord Sept 16, 1898 Resc Dec 16

ADJUDICATIONS.

BARWELL, WILLIAM BROWN, Garick ct, Charing Cross High Court Pet April 25 Ord Dec 19

BETTERIDGE, FRANCIS WILLIAM, Sketty, Clerk Swansea Pet Dec 22 Ord Dec 22

BIRCHAM, THOMAS ACCOUNTS, Bayswater, Teacher of Music High Court Pet Oct 6 Ord Dec 23

BLACKMORE, WILLIAM GEORGE, Dawlish, Devon, Butcher Exeter Pet Dec 21 Ord Dec 21

BLAIR, THOMAS HAYTON, Starbeck, Licensed Victualler York Pet Dec 8 Ord Dec 23

CHAMBERS, JACOB, Plinistow, Essex, Market Gardener Bedford Pet Nov 10 Ord Dec 23

COATES, THOMAS BURTON, and JOHN HALL COATES, South Shields, Tea Retailers Newcastle on Tyne Pet Dec 12 Ord Dec 22

COLE, CHARLES SHIRLEY, Twickenham Brentford Pet Jan 13 Ord March 22

CROSSLY, WILLIAM EDWIN, Birmingham, Commission Agent Birmingham Pet Dec 23 Ord Dec 23

CUTLER, JAMES, Harborne, Birmingham, Builder Birmingham Pet Dec 21 Ord Dec 23

DUCKETT, FISCHER, Liverpool, Glass Merchant Liverpool Pet Dec 13 Ord Dec 23

EDDIE, ROBERT, Lington, Builder High Court Pet Nov 17 Ord Dec 23

FORD, GEORGE JOSEPH, Walworth, Printer's Lead Caster High Court Pet Dec 22 Ord Dec 23

FOUCHER, GEORGES CHARLES, Wood Green High Court Pet Dec 17 Ord Dec 27

GALLENZ, ANDRE, Shaftesbury av, Theatrical Agent High Court Pet Aug 22 Ord Dec 23

GEMS, ERNEST ALBERT, Wigmore st, Cavendish sq, Trunk Manufacturer High Court Pet Dec 14 Ord Dec 23

GENESE, ARTHUR JOSEPH, Hackney, Clerk High Court Pet Dec 21 Ord Dec 24

HUDSON, BEAT and WALTER ROTHERBAT, Bradford, Commission Weavers Bradford Pet Dec 8 Ord Dec 23

HUNT, JOE, Doves, Wilts, Grocer Bath Pet Dec 6 Ord Dec 23

JACKSON, THEODORE BENJAMIN, Castel, Guiney, Commission Agent High Court Pet June 20 Ord Dec 23

JONES, VALENTINE, Poland st, Oxford st, Jeweller High Court Pet Dec 5 Ord Dec 24

KING, ALFRED, Stratford, Provision Dealer High Court Pet Dec 21 Ord Dec 31

LE MEUNIER, F. N. Portsmouth Pet March 23 Ord Dec 21

LILLEY, WILLIAM, Sheffield, Wood Turner Sheffield Pet Dec 23 Ord Dec 23

MALCOLM, GEORGE, Offenham, Worcester, Livery Stable Proprietor Worcester Pet Dec 6 Ord Dec 21

MAYNARD, CHARLES FREDERICK, and HENRY GEORGE MAYNARD, Horsham, Manufacturing Confectioners High Court Pet Nov 19 Ord Dec 22

MEIKLE, ROBERT, Stratham, Commercial Traveller Wandsworth Pet Dec 30 Ord Dec 23

PEACH, WILLIAM, Bath, Grocer Bath Pet Dec 7 Ord Dec 23

PETCH, JOHN ROBERT, Harrogate, York, Hay Dealer York Pet Dec 23 Ord Dec 23

ROWLANDS, THOMAS, Letterstone, Pembroke, Grocer Pembroke Dock Pet Dec 24 Ord Dec 24

SOUTHCOTT, JOHN THOMAS, Exeter, Forage Dealer Exeter Pet Dec 14 Ord Dec 20

TAYLOR, GEORGE, Mapplewell, nr Barnsley, Yorks, Stonemason Barnsley Pet Dec 22 Ord Dec 22

TOWNSEND, CHARLES HENRY, Hayle, Cornwall Truro Pet Dec 17 Ord Dec 24

WALL, CHARLES, Leeds, Grocer Leeds Pet Dec 18 Ord Dec 22

WARRING, FRANCIS, Redditch, Needle Stamper Birmingham Pet Dec 22 Ord Dec 22

WATTS, SAMUEL, Frome, Cycle Maker Frome Pet Dec 23 Ord Dec 23

WIDDICOMBE, CHARLES BEDFORD, Exeter, Joiner Exeter Pet Dec 23 Ord Dec 23

London Gazette.—TUESDAY, JAN. 3.

RECEIVING ORDERS.

BAILEY, THOMAS, Acreington, Fish Salesman Blackburn Pet Dec 29 Ord Dec 29

BOGUNIAVSKY, RUBIN, Kingston upon Hull, Butcher Kingston upon Hull Pet Dec 30 Ord Dec 30

BROCK, RICHARD, Clifton, Bristol, Pianoforte Dealer Bristol Pet Dec 29 Ord Dec 29

BUCHAN-SUDSERR, THOMAS, jun, Totterdown, Bristol, Mechanical Engineer Bristol Pet Dec 29 Ord Dec 29

CHRETTIE, GRIFFITH ROBERTS, Rothwell, Northampton Licensed Victualler Northampton Pet Dec 29 Ord Dec 30

CREED, ALBERT, Bristol, Commission Agent Bristol Pet Dec 29 Ord Dec 29

DAVIES, GEORGE FANCE, Newport, Builder Newport, Mon Pet Dec 30 Ord Dec 30

DAVIES, JOHN RICHARD, Treowky, Glam, Labourer Pontypridd Pet Dec 31 Ord Dec 31

DIXON, WILFRED, Camberwell High Court Pet Nov 30 Ord Dec 30

FREEDAY, JOHN BENJAMIN, Birmingham, Publican Birmingham Pet Dec 29 Ord Dec 29

FOX, GEORGE H, Holloway rd High Court Pet Dec 16 Ord Dec 31

FREYER, HERBERT EDWARD, Swansea, Commercial Traveller Swansea Pet Dec 29 Ord Dec 29

FAY, JOSEPH SAMUEL, Birmingham, Auctioneer Birmingham Pet Dec 29 Ord Dec 29

GLASS, EDGAR JOHN, Frome, Somerset, Dairyman Frome Pet Dec 29 Ord Dec 29

HORTON, FREDERICK ARTHUR, Salford, Land, Licensed Victualler Salford Pet Dec 29 Ord Dec 29

HOWARD, FRED, Manchester, Telegraphic Agent Manchester Pet Dec 7 Ord Dec 30

HOWE, ROBERT, Torquay, Licensed Victualler Exeter Pet Dec 21 Ord Dec 31

HUGHES, DAVID EVANS, Llangeinwen, Farmer Bangor Pet Dec 29 Ord Dec 29

JACKS, JAMES WALKER, Walsall, Furniture Dealer Walsall Pet Dec 29 Ord Dec 29

JONES, WILLIAM, Llanygyl, Farmer Carmarthen Pet Dec 17 Ord Dec 31

LESTER, GEORGE, Albany st, Regent's Park, Boot Dealer High Court Pet Dec 31 Ord Dec 31

LEWIS, JOHN, Bocking, Essex, Baker Chelmsford Pet Dec 30 Ord Dec 30

LOVETT, CHARLES, Ningwood, I. W. Dealer Newport and Byde Pet Dec 29 Ord Dec 29

MILROY, MATTHEW, Leeds, Draper's Assistant Leeds Pet Dec 30 Ord Dec 30

PATTERSON, GEORGE, Larkfield, Kent, Grocer Maidstone Pet Dec 22 Ord Dec 31

PHIBSON, ALFRED MILLLET Stafford st, Aural Specialist High Court Pet Dec 29 Ord Dec 29

ROBSON, JOHN, and WILLIAM HENRY TUTHILL JACKSON, Newcastle on Tyne, Engineers Newcastle on Tyne Pet Dec 14 Ord Dec 29

ROWLAND CHARLES, Horsham, Wood Dealer Brighton Pet Dec 29 Ord Dec 29

RUSSELL, ARTHUR, Coventry Coventry Pet Dec 5 Ord
Dec 29
SHANNON, THOMAS WIGSTON, Wellingborough Wands-
worth Pet Dec 29 Ord Dec 29
THOMAS, WILLIAM, Leeds, Traveller York Pet Dec 29
Ord Dec 29
TUCKER, GEORGE FREDERICK, Clifton Wood, Bristol, Grocer
Bristol Pet Dec 31 Ord Dec 31
VALIANT, JOHN, Blackpool, Butcher Preston Pet Dec 19
Ord Dec 30
WATTS, JAMES, Leamington, Butcher Warwick Pet Dec
31 Ord Dec 31
WAYGOOD, WALTER, Blackwood, Baker Tredegar Pet
Dec 30 Ord Dec 30
WHITE, JABEZ, Hastings, Milkman Hastings Pet Dec 15
Ord Dec 30

Amended notice substituted for that published in the
London Gazette of Nov 25:
MILLS, SYDNEY JOSEPH, Wordsley, Stafford, Terra Cotta
Maker Stourbridge Pet Nov 21 Ord Nov 22

FIRST MEETINGS.

BAXTER, CHARLES ALBERT, Harlebury, Worcesters, Com-
mission Agent Jan 10 at 1.45 Thurfield, 12, Oxford
st, Kidderminster
BAYLES, FREDERICK, Windorf, Newspaper Correspondent
Jan 11 at 3 Off Rec, 96, Temple chmbrs, Temple av
BETTINGER, FRANCIS WILLIAM, Swansea, Clerk Jan 11 at
12 Off Rec, 81, Alexandra rd, Swansea
BRADING, JOHN MIDLAND, Ryde, Tailor Jan 11 at 11 Off
Rec, 19, Quay st, Newport, I W
BROCK, RICHARD, Clifton, Bristol, Pianoforte Dealer Jan
11 at 12.30 Off Rec, Baldwin st, Bristol
BUCHAN, SYDNEY F. THOMAS, jun, Tottenham, Bristol,
Mechanical Engineer Jan 18 at 12 Off Rec, Baldwin
st, Bristol
COPE, ALBERT, Canton, Cardiff, Builder Jan 12 at 11 29,
Queen st, Cardiff
CHEED, ALBERT, Redland, Bristol, Commission Agent
Jan 11 at 1 Off Rec, Baldwin st, Bristol
DENNIS, DANIEL DAVID, Old Broad st, Journalist Jan 10
at 1 Bankruptcy bldg, Carey st
DIXON, MARTIN HOLGATE, Worthington, Driller Jan 16 at
8 Court House, Cockermouth
EDWARDS, J, Liverpool, Draper Jan 11 at 1 Off Rec, 35,
Victoria st, Liverpool
EDWARDS, MARY ELIZABETH, Ely, Cardiff, Grocer Jan 12
at 11.30 29, Queen st, Cardiff
FARGHARSON, DUNCAN CAMPBELL, Tottenham, Draper
Jan 11 at 3 Off Rec, 96, Temple chmbrs, Temple av
FOX, GEORGE H, Holloway rd Jan 10 at 12 Bankruptcy
bldg, Carey st
GENESE, ARTHUR JOSEPH, Hackney, Clerk Jan 13 at 12
Bankruptcy bldg, Carey st
GEORGE, MOSES, Oulton, Salop, Collier Jan 10 at 2
Spencer Thurfield, 12, Oxford st, Kidderminster
GLASS, EDGAR JOHN, Frome, Somerset, Dairyman Jan 11
at 12.15 Off Rec, Baldwin st, Bristol
HARRISON, MARKS, Brigste, Leeds, Tailor Jan 11 at 12
Off Rec, 24, Park row, Leeds
ISHERWOOD, ARTHUR EDWARD, Rochdale, Grocer Jan 10 at
11.15 Townhall, Rochdale
JONES, HUGH, Rhyl, Flint, Builder Jan 12 at 3 Crypt
chmbrs, Eastgate row, Chester
KING, ALFRED, Stratford, Essex, Provision Dealer Jan 10
at 2.30 Bankruptcy bldg, Carey st
LOVETT, CHARLES, Ningwood, I W, Dealer Jan 18 at 11.30
Off Rec, 19, Quay st, Newport, I W
LUTWYCHE, W, Lower Clapton, Esmeller Jan 13 at 2.30
Bankruptcy bldg, Carey st
MCBENNETT, BERNARD, Liverpool, Victualler Jan 11 at 2
Off Rec, 35, Victoria st, Liverpool
MANN, EDWIN, Liverpool, Chemist Jan 11 at 12 Off Rec,
35, Victoria st, Liverpool
MAUND, WILLIAM, sen, Shelsley Beauchamp, Worcester,
Farmer Jan 12 at 11 45, Copehagen st, Worcester
MOCKFORD, WALTER C, Bolton, Financial Agent Jan 11
at 2.30 Bankruptcy bldg, Carey st
MONTGOMERY, J B, Old Broad st Jan 11 at 11 Bankruptcy
bldg, Carey st
OGBORN, JOHN, Paddington, Cab Proprietor Jan 10 at 11
Bankruptcy bldg, Carey st
PETCH, JOHN ROBERT, Harrogate, York, Hay Dealer Jan
11 at 12.15 Off Rec, 96, Stonegate, York
PHILAN, EDWARD DECKLAND, Nottingham, Watchmaker
Jan 10 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
PRICE, HARRY, Dudley, Confectioner Jan 10 at 10.30
Off Rec, Wolverhampton st, Dudley
PRICE, SAMUEL, Old Hill, Staffs Jan 10 at 10.15 Off Rec,
Wolverhampton st, Dudley
RENNIE, RODERICK LOGAN SUMMERELL, Castleford, Yorks,
Schoolmaster Jan 10 at 11 Off Rec, 6, Bond ter,
Wakefield

ROWLAND, CHARLES, Horsham, Wood Dealer Jan 10 at 2
King's Head Hotel, Horsham
ROWLANDS, THOMAS, Letterston, Pembroke, Grocer Jan
10 at 12.35 Off Rec, 4, Queen st
STRACHAN, TOM EDWARD GROVES, Leeds Jan 11 at 11
Off Rec, 22, Park row, Leeds
THOMAS, WILLIAM, Cross Gates, nr Leeds, Traveller Jan
13 at 12.15 Off Rec, 28, Stonegate, York
WALSHLEY, FRANCIS HENRY, Folkestone, Doctor Jan 19 at
9.30 Off Rec, 73, Castle st, Canterbury
WATTS, SAMUEL, Frome, Somerset, Cycle Maker Jan 11 at
12 Off Rec, Baldwin st, Bristol
WIDDICOMBE, CHARLES BEDFORD, Exeter, Joiner Jan 25 at
10.30 Off Rec, 13, Bedford circus, Exeter

ADJUDICATIONS.

BAILEY, THOMAS, Aconington, Fish Curer Blackburn Pet
Dec 29 Ord Dec 29
BARLOW, GEORGE, Ticklerton, Salop, Farmer Shrewsbury
Pet Dec 6 Ord Dec 29
BOGUSLAVSKY, RUBIN, Kingston upon Hull, Butcher
Kingston upon Hull Pet Dec 30 Ord Dec 30
BROCK, RICHARD, Clifton, Bristol, Pianoforte Dealer Bristol
Pet Dec 29 Ord Dec 29
CHETTEL, GRIFFITH ROBERTS, Rothwell, Northampton,
Licensed Victualler Northampton Pet Dec 29 Ord
Dec 30
CREED, ALBERT, Redland, Bristol, Commission Agent
Bristol Pet Dec 29 Ord Dec 29
DAVIES, GEORGE FANCE, Newport, Builder Newport, Mon
Pet Dec 30 Ord Dec 31
DENNIS, DANIEL DAVID, Old Broad st, Journalist High
Court Pet Dec 13 Ord Dec 29
FRYER, HERBERT EDWARD, Swansea, Commercial Traveller
Swansea Pet Dec 29 Ord Dec 29
GLASS, EDGAR JOHN, Frome, Somerset, Dairyman Frome
Pet Dec 29 Ord Dec 29
GRIFFIN, FRANK, Basinghall st, Auctioneer High Court
Pet Oct 28 Ord Dec 29
HOLT, CHARLES JAMES, Swansea, Builder Poole Pet
Nov 29 Ord Dec 29
HOWARD, FRED, Manchester, Telegraphic Agent Man-
chester Pet Dec 7 Ord Dec 29
LEWIS, JOHN, Braintree, Essex, Baker Chelmsford Pet
Dec 30 Ord Dec 29
LOVETT, CHARLES, Ningwood, I W, Dealer Newport Pet
Dec 29 Ord Dec 29
MCBENNETT, BERNARD, Liverpool, Victualler Liverpool
Pet Dec 18 Ord Dec 30
MANN, EDWIN, Liverpool, Chemist Liverpool Pet Dec 19
Ord Dec 31
MAUND, WILLIAM, sen, Shelsley Beauchamp, Worcesters,
Farmer Pet Dec 21 Ord Dec 29
MILROY, MATTHEW, Leeds, Leeds Pet Dec 30 Ord Dec 30
PALMER, RICHARD ROSSITER, Epsom, Insurance Agent
Croydon Pet Dec 15 Ord Dec 24
PREISON, ALFRED MELLETT, Stafford st, Aural Specialist
High Court Pet Dec 29 Ord Dec 29
ROBSON, JOHN, and WILLIAM HENRY TUTHILL JACKSON,
Newcastle on Tyne, Engineers Newcastle on Tyne
Pet Dec 14 Ord Dec 31
RUSSELL, ARTHUR, Coventry Coventry Pet Dec 5 Ord
Dec 31
SAKS, HARRIS, Liverpool, Draper Liverpool Pet Nov 19
Ord Dec 29
SHANNON, THOMAS WIGSTON, Wellingborough Wands-
worth Pet Dec 29 Ord Dec 29
SHELVEY, EDWARD HENRY, Deal, Kent, Potato Merchant
Canterbury Pet Nov 16 Ord Dec 29
THOMAS, ALBERT GERALD, Willesden Green High Court
Pet Nov 1 Ord Dec 29
THOMAS, WILLIAM, Cross Gates, nr Leeds, Traveller York
Pet Dec 29 Ord Dec 29
TUCKER, GEORGE FREDERICK, Clifton Wood, Bristol, Grocer
Pet Dec 31 Ord Dec 31
TURNER, HERBERT EDWARD, Richmond, Insurance Agent
Wandsworth Pet Nov 9 Ord Dec 29
TUTT, SOPHIA, Worthing, Mineral Water Manufacturer
Brighton Pet Nov 15 Ord Dec 29
VINCENT, JAMES HENRY, Kingswood, nr Bristol Farmer
Bristol Pet Dec 21 Ord Dec 29
VIR, ERNEST, Leeds, Grocer, Leeds Pet Dec 1 Ord Dec 30
WAYGOOD, WALTER, Blackwood, Mon, Baker Tredegar
Pet Dec 30 Ord Dec 30
WILLIAMS, HORATIO, Euston rd, Marble Mason High
Court Pet Dec 7 Ord Dec 29

Amended notice substituted for that published in the
London Gazette of Nov 25:

MILLS, SYDNEY JOSEPH, Wordsley, Stafford, Terra Cotta
Maker Stourbridge Pet Nov 21 Ord Nov 22

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RE SAMUEL BAYLISS, Deceased.—To
Solicitors and others.—Any person having in his
custody, or having knowledge of the existence of a Will
executed by the late SAMUEL BAYLISS, of 5, Hanover-
terrace, Regent's Park, in the County of Middlesex, retired
Contractor, who died on the 27th day of November, 1898, is
requested to communicate immediately with JOHN BAYLES,
Esq., Bellair, Havant, who, in the absence of any known
Will, has been appointed administrator of his estate and
effects. Any person producing the last Will of the deceased,
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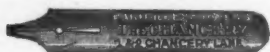
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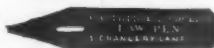
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